
State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Filing at a Glance

Company:	Pacific Life Insurance Company
Product Name:	P12MVL, P12MVP, P12VUL
State:	Arkansas
TOI:	L06I Individual Life - Variable
Sub-TOI:	L06I.002 Single Life - Flexible Premium
Filing Type:	Form
Date Submitted:	10/30/2012
SERFF Tr Num:	PALD-128749687
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	P12MVL, P12VMP, P12VUL
Implementation	On Approval
Date Requested:	
Author(s):	Greg Guzman
Reviewer(s):	Linda Bird (primary)
Disposition Date:	11/14/2012
Disposition Status:	Approved-Closed
Implementation Date:	

State Filing Description:

State: Arkansas
TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium
Product Name: P12MVL, P12MVP, P12VUL
Project Name/Number: P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL

Filing Company: Pacific Life Insurance Company

General Information

Project Name: P12MVL, P12MVP, P12VUL	Status of Filing in Domicile: Pending
Project Number: P12MVL, P12MVP, P12VUL	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 11/14/2012
	State Status Changed: 11/14/2012
Deemer Date:	Created By: Greg Guzman
Submitted By: Greg Guzman	Corresponding Filing Tracking Number: P11P1V

Filing Description:

RE: P12MVP, Indexed Flexible Premium Variable Universal Life Insurance
P12MVL, Indexed Flexible Premium Variable Universal Life Insurance
P12VUL, Indexed Flexible Premium Variable Universal Life Insurance
R12ART, Annual Renewable Term Rider
R12DPR, Downside Protection Rider
R12SNL, Short-Term No-Lapse Guarantee Rider
R12SR2, Scheduled Increase Rider
R12RTP, Annual Renewable Term Rider
R12SV2, SVER Term Insurance-2 Rider
R12SVC, SVER Term Insurance Rider-Corporate
R12CIC, Accelerated Benefit for Chronic Illness Rider
R12TIC, Accelerated Benefit for Terminal Illness Rider

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. The policies and riders are new forms, which do not replace any previously approved forms.

The policies referenced above are indexed flexible premium variable universal life insurance policies that provide a Death Benefit as long as the policy is in-force at the time of the insured's death. Policy form P12MVL provides higher long term cash values than policy form P12VUL. However, unlike policy form P12VUL, surrender charges will be assessed. Policy forms P12MVP and P12MVL are available only to a specified distribution system.

Rider form R12ART is only available with policy forms P12MVP and P12VUL.

- Rider form R12ART has level coverage charges and provides additional coverage on the life of the primary insured.

Rider form R12DPR will be made available for issue with all policy forms referenced above.

- Rider form R12DPR provides an Accumulation Benefit at the time the rider matures, resulting in a cash value (the Alternate Accumulated Value) that is potentially higher than the normal Accumulated Value.

Rider form R12SNL will be made available for issue with all policy forms referenced above.

- Rider form R12SNL provides for the continuation of the death benefit coverage and all attached riders for a specified

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

guarantee period if minimum No Lapse Premium requirements are met, even if the policy's net accumulated value is zero.

R12SR2 is available with policy forms P12MVP and P12MVL.

- Rider form R12SR2 provides scheduled increases in coverage, either to the basic life coverage or to term coverage. At policy issue, such increases are guaranteed with medical underwriting. Future increases will require financial underwriting.

Rider form R12RTP is only available with policy form P12MVL.

- Rider form R12RTP has level coverage charges and provides additional coverage on the life of the primary insured.

Rider form R12SV2 will be made available for issue with policy forms P12MVP and P12VUL.

- Rider form R12SV2 is a primary insured term insurance rider.

Rider form R12SVC will be made available for issue with policy forms P12MVP and P12VUL.

- Rider form R12SVC has an additional feature: a termination credit, under which an additional credit is made available for surrenders other than replacements. Rider form R12SVC is only available for policies owned or sponsored (premiums paid by) corporations/employers.

Rider form R12CIC will be made available for issue with all policy forms.

- Rider form R12CIC is an accelerated death benefit rider for chronic illness, which provides prepayment to the Owner of a portion of the Death Benefit when written proof that the Insured has been certified as a Chronically Ill Individual and the conditions described in the Riders are met. Each Chronic Illness Benefit represents a portion of the Death Benefit after applying a Reduction Factor as described in the Rider and is subject to the minimum and maximum amounts as described therein. The Rider may be added to in force policies at a future date.

For products where juvenile risk class is available for issue age 0-17, the chronic illness riders will be available at issue age 18.

Rider Form R12TIC will be made available for issue with all policy forms.

- Rider form R12TIC is an accelerated death benefit rider for terminal illness, which provides prepayment to the Owner of a portion of the Death Benefit when written proof that the Insured has been certified as a Terminally Ill Individual and the conditions described in the Riders are met. The Terminal Illness Benefit represents a portion of the Death Benefit after applying a Reduction Factor as described in the Riders and is subject to the minimum and maximum amounts as described therein. The Rider may be added to in force policies at a future date.

The following pertain to this submission:

- Actuarial memoranda are included in this filing.
- Statements of Variability are enclosed. We certify that any change or modification to a variable item shall be administered in accordance with the requirements of your state.
- The policy forms are variable life forms, and thus exempt from the readability requirements of your state.

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

- Policies are issued on a sex-distinct basis and may be issued in any employer-employee situation subject to the Norris decision and/or title VII of the Civil Rights Act of 1964 with unisex rates.
- The minimum total face amount at issue is \$25,000.
- Policy forms P12MVP and P12VUL issue ages are 0-90.
- Policy form P12MVL issue ages are 0-79.
- Rider form R12DPR issue ages are 0-70.
- Rider form R12SNL issue ages are 0-79.
- Rider form R12SR2 issue ages are 0-60.
- Rider form R12RTP is available to the same issue ages as the base policies.
- Rider form R12SV2 is available to the same issue ages as the base policies.
- Rider form R12SVC is available to the same issue ages as the base policies.
- Rider form R12CIC issue ages are 0-65.
- Rider form R12TIC is available to the same issue ages as the base policies.
- The forms will be marketed through our licensed agents. The target release is 02/01/2013, or upon approval.
- The forms will be used mainly with the following applications and consent forms previously approved in your state:
 - o A10IUW2, A09IUW2, A07ISI2, A07IGI2, A07MA2, A07CUW2, A07CGI2 and A07CSI2
- P12MVP, P12MVL and P12VUL are intended to be used with the following previously approved riders:
 - o Accidental Death Benefit, R84-AD
 - o Annual Renewable Term Rider – Additional Insured, R08RTA
 - o Children Term Rider, R84-CT
 - o Disability Benefit Rider, R84-DB
 - o Guaranteed Insurability Rider, R84-GI
 - o Overloan Protection II Rider, R08OLP
 - o Varying Increase Rider, R11VIR
 - o Waiver of Charges Rider, R08WC

To the best of my knowledge and belief, this filing complies with your state. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-6416, extension 8483.

Sincerely,

Greg Guzman

State: Arkansas
TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium
Product Name: P12MVL, P12MVP, P12VUL
Project Name/Number: P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL

Senior Compliance Analyst
Product Compliance, Life Division
greg.guzman@pacificlife.com

Company and Contact

Filing Contact Information

Greg Guzman, Senior Compliance Analyst greg.guzman@pacificlife.com
45 Enterprise 800-800-7681 [Phone] 8483 [Ext]
Aliso Viejo, CA 92656

Filing Company Information

Pacific Life Insurance Company	CoCode: 67466	State of Domicile: Nebraska
45 Enterprise Drive	Group Code: 709	Company Type:
Aliso Viejo, CA 92656	Group Name:	State ID Number:
(949) 420-7080 ext. [Phone]	FEIN Number: 95-1079000	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$600.00
Retaliatory?	No
Fee Explanation:	\$50.00 per form.
Per Company:	No

Company	Amount	Date Processed	Transaction #
Pacific Life Insurance Company	\$600.00	10/30/2012	64403557

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/14/2012	11/14/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/05/2012	11/05/2012

Response Letters

Responded By	Created On	Date Submitted
Greg Guzman	11/09/2012	11/09/2012

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Disposition

Disposition Date: 11/14/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Actuarial Memoranda for R12CIC		No
Supporting Document	Actuarial Memoranda for R12DPR		No
Supporting Document (revised)	Actuarial Memoranda for P12MVL		No
Supporting Document	Actuarial Memoranda for P12MVL	Replaced	No
Supporting Document (revised)	Actuarial Memoranda for P12MVP		No
Supporting Document	Actuarial Memoranda for P12MVP	Replaced	No
Supporting Document (revised)	Actuarial Memoranda for P12VUL		No
Supporting Document	Actuarial Memoranda for P12VUL	Replaced	No
Supporting Document (revised)	Actuarial Memoranda for R12ART		No
Supporting Document	Actuarial Memoranda for R12ART	Replaced	No
Supporting Document (revised)	Actuarial Memoranda for R12RTP		No
Supporting Document	Actuarial Memoranda for R12RTP	Replaced	No
Supporting Document	Actuarial Memoranda for R12SNL		No
Supporting Document	Actuarial Memoranda for R12SR2		No

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Actuarial Memoranda for R12SV2		No
Supporting Document	Actuarial Memoranda for R12SV2	Replaced	No
Supporting Document (revised)	Actuarial Memoranda for R12SVC		No
Supporting Document	Actuarial Memoranda for R12SVC	Replaced	No
Supporting Document	Actuarial Memoranda for R12TIC		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Certifications		Yes
Supporting Document	Complaint & Guaranty Association Notices		Yes
Form	Indexed Flexible Premium Variable Universal Life Insurance		Yes
Form	Indexed Flexible Premium Variable Universal Life Insurance		Yes
Form	Indexed Flexible Premium Variable Universal Life Insurance		Yes
Form	Downside Protection Rider		Yes
Form	Short-Term No-Lapse Guarantee Rider		Yes
Form	Scheduled Increase Rider		Yes
Form	Annual Renewable Term Rider		Yes
Form	SVER Term Insurance-2 Rider		Yes
Form	SVER Term Insurance Rider-Corporate		Yes
Form	Accelerated Benefit for Chronic Illness Rider		Yes
Form	Accelerated Benefit for Terminal Illness Rider		Yes
Form	Annual Renewable Term Rider		Yes

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/05/2012
Submitted Date	11/05/2012
Respond By Date	12/05/2012

Dear Greg Guzman,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of Variable Life insurance contracts should be accompanied by an assurance that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please be advised the Appendix submitted under the Actuarial Memoranda for the following form numbers are not legible:

P12MVL
P12MVP
P12VUL
R12ART
R12RTP
R12SV2
R12SVC

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:		Pacific Life Insurance Company	
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/09/2012
Submitted Date	11/09/2012

Dear Linda Bird,

Introduction:

Please see our response to the objection below.

Response 1

Comments:

We have uploaded the certifications, Guaranty Association Notice and Complaint Notice to fulfill the regulation requirements detailed above.

We have also re-formatted the appendices applicable to the form numbers and uploaded them appropriately.

The certifications, notices and appendices have all been added to the Supporting Documentation tab.

Related Objection 1

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:			Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Comments:

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Please be advised the Appendix submitted under the Actuarial Memoranda for the following form numbers are not legible:

P12MVL
P12MVP
P12VUL
R12ART
R12RTP
R12SV2
R12SVC

Changed Items:

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
P12MVL Actuarial Memo.pdf P12MVL Investments and Hedging Strategies.pdf P12MVL - Appendix-1.pdf P12MVL - Appendix-2.pdf P12MVL - Appendix-5.pdf P12MVL - Appendix-6.pdf P12MVL - Appendix-7.pdf P12MVL - Appendix-8.pdf P12MVL - Appendix 9.pdf P12MVL - Appendix-4.pdf P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf

P12MVL Investments and Hedging Strategies.pdf

P12MVL - Appendix-1.pdf

P12MVL - Appendix-2.pdf

P12MVL - Appendix-5.pdf

P12MVL - Appendix-6.pdf

P12MVL - Appendix-7.pdf

P12MVL - Appendix-8.pdf

P12MVL - Appendix 9.pdf

P12MVL - Appendix-3 - Female - DBO A.pdf

P12MVL - Appendix-3 - Female - DBO B.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf

P12MVL - Appendix-4.pdf

Satisfied - Item:

Actuarial Memoranda for P12MVP

Comments:

We have uploaded a new set of legible appendices.

Attachment(s):

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for P12VUL
Comments:	
Attachment(s):	
P12VUL Actuarial Memo.pdf P12VUL Investments and Hedging Strategies.pdf P12VUL - Appendix-1.pdf P12VUL - Appendix-2.pdf P12VUL - Appendix-3 - Female - DBO A.pdf P12VUL - Appendix-3 - Female - DBO B.pdf P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf P12VUL - Appendix-4.pdf P12VUL - Appendix-5.pdf P12VUL - Appendix-6.pdf P12VUL - Appendix 7.pdf	
Satisfied - Item:	Actuarial Memoranda for R12ART
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SVC

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
P12MVL Actuarial Memo.pdf	
P12MVL Investments and Hedging Strategies.pdf	
P12MVL - Appendix-1.pdf	
P12MVL - Appendix-2.pdf	
P12MVL - Appendix-5.pdf	
P12MVL - Appendix-6.pdf	
P12MVL - Appendix-7.pdf	
P12MVL - Appendix-8.pdf	
P12MVL - Appendix 9.pdf	
P12MVL - Appendix-4.pdf	
P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf

P12MVL Investments and Hedging Strategies.pdf

P12MVL - Appendix-1.pdf

P12MVL - Appendix-2.pdf

P12MVL - Appendix-5.pdf

P12MVL - Appendix-6.pdf

P12MVL - Appendix-7.pdf

P12MVL - Appendix-8.pdf

P12MVL - Appendix 9.pdf

P12MVL - Appendix-3 - Female - DBO A.pdf

P12MVL - Appendix-3 - Female - DBO B.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf

P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
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State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SVC

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	<p>P12MVL Actuarial Memo.pdf</p> <p>P12MVL Investments and Hedging Strategies.pdf</p> <p>P12MVL - Appendix-1.pdf</p> <p>P12MVL - Appendix-2.pdf</p> <p>P12MVL - Appendix-5.pdf</p> <p>P12MVL - Appendix-6.pdf</p> <p>P12MVL - Appendix-7.pdf</p> <p>P12MVL - Appendix-8.pdf</p> <p>P12MVL - Appendix 9.pdf</p> <p>P12MVL - Appendix-4.pdf</p> <p>P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf</p>
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf
P12MVL Investments and Hedging Strategies.pdf
P12MVL - Appendix-1.pdf
P12MVL - Appendix-2.pdf
P12MVL - Appendix-5.pdf
P12MVL - Appendix-6.pdf
P12MVL - Appendix-7.pdf
P12MVL - Appendix-8.pdf
P12MVL - Appendix 9.pdf
P12MVL - Appendix-3 - Female - DBO A.pdf
P12MVL - Appendix-3 - Female - DBO B.pdf
P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf
P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf
P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SVC

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
P12MVL Actuarial Memo.pdf	
P12MVL Investments and Hedging Strategies.pdf	
P12MVL - Appendix-1.pdf	
P12MVL - Appendix-2.pdf	
P12MVL - Appendix-5.pdf	
P12MVL - Appendix-6.pdf	
P12MVL - Appendix-7.pdf	
P12MVL - Appendix-8.pdf	
P12MVL - Appendix 9.pdf	
P12MVL - Appendix-4.pdf	
P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf

P12MVL Investments and Hedging Strategies.pdf

P12MVL - Appendix-1.pdf

P12MVL - Appendix-2.pdf

P12MVL - Appendix-5.pdf

P12MVL - Appendix-6.pdf

P12MVL - Appendix-7.pdf

P12MVL - Appendix-8.pdf

P12MVL - Appendix 9.pdf

P12MVL - Appendix-3 - Female - DBO A.pdf

P12MVL - Appendix-3 - Female - DBO B.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf

P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
 P12MVP Investments and Hedging Strategies.pdf
 P12MVP - Appendix-1.pdf
 P12MVP - Appendix-2.pdf
 P12MVP - Appendix-4.pdf
 P12MVP - Appendix-5.pdf
 P12MVP - Appendix-6.pdf
 P12MVP - Appendix 8.pdf
 P12MVP - Appendix-3 - Female - DBO A - alt format.pdf
 P12MVP - Appendix-3 - Female - DBO B - alt format.pdf
 P12MVP - Appendix-3 - Male - DBO A - alt format.pdf
 P12MVP - Appendix-3 - Male - DBO B - alt format.pdf
 P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf
 P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf
 P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf
 P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf
 P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
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<i>Comments:</i>	
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<i>Attachment(s):</i>	
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SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
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State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SVC

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	<p>P12MVL Actuarial Memo.pdf</p> <p>P12MVL Investments and Hedging Strategies.pdf</p> <p>P12MVL - Appendix-1.pdf</p> <p>P12MVL - Appendix-2.pdf</p> <p>P12MVL - Appendix-5.pdf</p> <p>P12MVL - Appendix-6.pdf</p> <p>P12MVL - Appendix-7.pdf</p> <p>P12MVL - Appendix-8.pdf</p> <p>P12MVL - Appendix 9.pdf</p> <p>P12MVL - Appendix-4.pdf</p> <p>P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf</p>
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf

P12MVL Investments and Hedging Strategies.pdf

P12MVL - Appendix-1.pdf

P12MVL - Appendix-2.pdf

P12MVL - Appendix-5.pdf

P12MVL - Appendix-6.pdf

P12MVL - Appendix-7.pdf

P12MVL - Appendix-8.pdf

P12MVL - Appendix 9.pdf

P12MVL - Appendix-3 - Female - DBO A.pdf

P12MVL - Appendix-3 - Female - DBO B.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf

P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):	
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SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
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State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SVC

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
P12MVL Actuarial Memo.pdf	
P12MVL Investments and Hedging Strategies.pdf	
P12MVL - Appendix-1.pdf	
P12MVL - Appendix-2.pdf	
P12MVL - Appendix-5.pdf	
P12MVL - Appendix-6.pdf	
P12MVL - Appendix-7.pdf	
P12MVL - Appendix-8.pdf	
P12MVL - Appendix 9.pdf	
P12MVL - Appendix-4.pdf	
P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf

P12MVL Investments and Hedging Strategies.pdf

P12MVL - Appendix-1.pdf

P12MVL - Appendix-2.pdf

P12MVL - Appendix-5.pdf

P12MVL - Appendix-6.pdf

P12MVL - Appendix-7.pdf

P12MVL - Appendix-8.pdf

P12MVL - Appendix 9.pdf

P12MVL - Appendix-3 - Female - DBO A.pdf

P12MVL - Appendix-3 - Female - DBO B.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf

P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):	
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SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
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State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for R12SVC

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	<p>P12MVL Actuarial Memo.pdf</p> <p>P12MVL Investments and Hedging Strategies.pdf</p> <p>P12MVL - Appendix-1.pdf</p> <p>P12MVL - Appendix-2.pdf</p> <p>P12MVL - Appendix-5.pdf</p> <p>P12MVL - Appendix-6.pdf</p> <p>P12MVL - Appendix-7.pdf</p> <p>P12MVL - Appendix-8.pdf</p> <p>P12MVL - Appendix 9.pdf</p> <p>P12MVL - Appendix-4.pdf</p> <p>P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf</p> <p>P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf</p>
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:		Pacific Life Insurance Company	
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf

P12MVL Investments and Hedging Strategies.pdf

P12MVL - Appendix-1.pdf

P12MVL - Appendix-2.pdf

P12MVL - Appendix-5.pdf

P12MVL - Appendix-6.pdf

P12MVL - Appendix-7.pdf

P12MVL - Appendix-8.pdf

P12MVL - Appendix 9.pdf

P12MVL - Appendix-3 - Female - DBO A.pdf

P12MVL - Appendix-3 - Female - DBO B.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf

P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf

P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):	
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SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12SV2</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12SVC</i>

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
P12MVL Actuarial Memo.pdf	
P12MVL Investments and Hedging Strategies.pdf	
P12MVL - Appendix-1.pdf	
P12MVL - Appendix-2.pdf	
P12MVL - Appendix-5.pdf	
P12MVL - Appendix-6.pdf	
P12MVL - Appendix-7.pdf	
P12MVL - Appendix-8.pdf	
P12MVL - Appendix 9.pdf	
P12MVL - Appendix-4.pdf	
P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:		Pacific Life Insurance Company	
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf
P12MVL Investments and Hedging Strategies.pdf
P12MVL - Appendix-1.pdf
P12MVL - Appendix-2.pdf
P12MVL - Appendix-5.pdf
P12MVL - Appendix-6.pdf
P12MVL - Appendix-7.pdf
P12MVL - Appendix-8.pdf
P12MVL - Appendix 9.pdf
P12MVL - Appendix-3 - Female - DBO A.pdf
P12MVL - Appendix-3 - Female - DBO B.pdf
P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf
P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf
P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item:	Actuarial Memoranda for P12VUL
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Comments:	We have uploaded a new set of legible appendices.
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Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12VUL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>P12VUL Actuarial Memo.pdf</i> <i>P12VUL Investments and Hedging Strategies.pdf</i> <i>P12VUL - Appendix-1.pdf</i> <i>P12VUL - Appendix-2.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Female - DBO B.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf</i> <i>P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf</i> <i>P12VUL - Appendix-4.pdf</i> <i>P12VUL - Appendix-5.pdf</i> <i>P12VUL - Appendix-6.pdf</i> <i>P12VUL - Appendix 7.pdf</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
<i>Comments:</i>	<i>We have uploaded a new set of legible appendices.</i>
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12SV2</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12SVC</i>

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for P12MVL
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
P12MVL Actuarial Memo.pdf	
P12MVL Investments and Hedging Strategies.pdf	
P12MVL - Appendix-1.pdf	
P12MVL - Appendix-2.pdf	
P12MVL - Appendix-5.pdf	
P12MVL - Appendix-6.pdf	
P12MVL - Appendix-7.pdf	
P12MVL - Appendix-8.pdf	
P12MVL - Appendix 9.pdf	
P12MVL - Appendix-4.pdf	
P12MVL - Appendix-3 - Female - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Female - DBO B - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf	
P12MVL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVL</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVL Actuarial Memo.pdf
P12MVL Investments and Hedging Strategies.pdf
P12MVL - Appendix-1.pdf
P12MVL - Appendix-2.pdf
P12MVL - Appendix-5.pdf
P12MVL - Appendix-6.pdf
P12MVL - Appendix-7.pdf
P12MVL - Appendix-8.pdf
P12MVL - Appendix 9.pdf
P12MVL - Appendix-3 - Female - DBO A.pdf
P12MVL - Appendix-3 - Female - DBO B.pdf
P12MVL - Appendix-3 - Male and Unisex - DBO A.pdf
P12MVL - Appendix-3 - Male and Unisex - DBO B.pdf
P12MVL - Appendix-4.pdf

Satisfied - Item:	Actuarial Memoranda for P12MVP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes	
P12MVP Actuarial Memo.pdf P12MVP Investments and Hedging Strategies.pdf P12MVP - Appendix-1.pdf P12MVP - Appendix-2.pdf P12MVP - Appendix-4.pdf P12MVP - Appendix-5.pdf P12MVP - Appendix-6.pdf P12MVP - Appendix 8.pdf P12MVP - Appendix-3 - Female - DBO A - alt format.pdf P12MVP - Appendix-3 - Female - DBO B - alt format.pdf P12MVP - Appendix-3 - Male - DBO A - alt format.pdf P12MVP - Appendix-3 - Male - DBO B - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO A - alt format.pdf P12MVP - Appendix-3 - Unisex - DBO B - alt format.pdf P12MVP - Appendix-7 - Female - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Male - DBO A and B - Alt format.pdf P12MVP - Appendix-7 - Unisex - DBO A and B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for P12MVP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

P12MVP Actuarial Memo.pdf
P12MVP Investments and Hedging Strategies.pdf
P12MVP - Appendix-1.pdf
P12MVP - Appendix-2.pdf
P12MVP - Appendix-3 - Female - DBO A.pdf
P12MVP - Appendix-3 - Female - DBO B.pdf
P12MVP - Appendix-3 - Male - DBO A.pdf
P12MVP - Appendix-3 - Male - DBO B.pdf
P12MVP - Appendix-3 - Unisex - DBO A.pdf
P12MVP - Appendix-3 - Unisex - DBO B.pdf
P12MVP - Appendix-4.pdf
P12MVP - Appendix-5.pdf
P12MVP - Appendix-6.pdf
P12MVP - Appendix-7 - Female - DBO A and B.pdf
P12MVP - Appendix-7 - Male - DBO A and B.pdf
P12MVP - Appendix-7 - Unisex - DBO A and B.pdf
P12MVP - Appendix 8.pdf

Satisfied - Item: Actuarial Memoranda for P12VUL

Comments: We have uploaded a new set of legible appendices.

Attachment(s):

P12VUL Actuarial Memo.pdf
 P12VUL Investments and Hedging Strategies.pdf
 P12VUL - Appendix-1.pdf
 P12VUL - Appendix-2.pdf
 P12VUL - Appendix-4.pdf
 P12VUL - Appendix-5.pdf
 P12VUL - Appendix-6.pdf
 P12VUL - Appendix 7.pdf
 P12VUL - Appendix-3 - Female - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Female - DBO B - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO A - Alt format.pdf
 P12VUL - Appendix-3 - Male and Unisex - DBO B - Alt format.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
<i>Previous Version</i>	
Satisfied - Item:	Actuarial Memoranda for P12VUL
Comments:	
Attachment(s):	
P12VUL Actuarial Memo.pdf P12VUL Investments and Hedging Strategies.pdf P12VUL - Appendix-1.pdf P12VUL - Appendix-2.pdf P12VUL - Appendix-3 - Female - DBO A.pdf P12VUL - Appendix-3 - Female - DBO B.pdf P12VUL - Appendix-3 - Male and Unisex - DBO A.pdf P12VUL - Appendix-3 - Male and Unisex - DBO B.pdf P12VUL - Appendix-4.pdf P12VUL - Appendix-5.pdf P12VUL - Appendix-6.pdf P12VUL - Appendix 7.pdf	
Satisfied - Item:	Actuarial Memoranda for R12ART
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Supporting Document Schedule Item Changes

R12ART - Appendix-1.pdf
 R12ART Actuarial Memo.pdf
 R12ART - Appendix-2 - Unisex DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Unisex DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Female DB Opt B - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt A - Alt Format.pdf
 R12ART - Appendix-2 - Male DB Opt B - Alt Format.pdf
 R12ART - Appendix-3 - Female DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Female DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Male DB Opt B - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt A - Alt format.pdf
 R12ART - Appendix-3 - Unisex DB Opt B - Alt format.pdf

Previous Version

<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12ART</i>
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<i>Comments:</i>	
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Attachment(s):

R12ART - Appendix-1.pdf
R12ART - Appendix-2 - Female DB Opt A.pdf
R12ART - Appendix-2 - Female DB Opt B.pdf
R12ART - Appendix-2 - Male DB Opt A.pdf
R12ART - Appendix-2 - Male DB Opt B.pdf
R12ART - Appendix-2 - Unisex DB Opt A.pdf
R12ART - Appendix-2 - Unisex DB Opt B.pdf
R12ART - Appendix-3 - Female DB Opt A.pdf
R12ART - Appendix-3 - Female DB Opt B.pdf
R12ART - Appendix-3 - Male DB Opt A.pdf
R12ART - Appendix-3 - Male DB Opt B.pdf
R12ART - Appendix-3 - Unisex DB Opt A.pdf
R12ART - Appendix-3 - Unisex DB Opt B.pdf
R12ART Actuarial Memo.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Actuarial Memoranda for R12RTP
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	
R12RTP - ARTR Act'I Memo.pdf R12RTP - Appendix-1.pdf R12RTP - Appendix-2 - Unisex - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Unisex - DBO B - Alt format.pdf R12RTP - Appendix-2 - Female - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Female - DBO B - Alt format.pdf R12RTP - Appendix-2 - Male - DBO A&C - Alt format.pdf R12RTP - Appendix-2 - Male - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12RTP</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>R12RTP - Appendix-2 - Unisex - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Unisex - DBO B.pdf</i> <i>R12RTP - ARTR Act'I Memo.pdf</i> <i>R12RTP - Appendix-1.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Female - DBO B.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO A and C.pdf</i> <i>R12RTP - Appendix-2 - Male - DBO B.pdf</i>	
Satisfied - Item:	Actuarial Memoranda for R12SV2
Comments:	We have uploaded a new set of legible appendices.
Attachment(s):	

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
R12SV2 Actuarial Memo.pdf R12SV2 - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Female - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Male - DBO B - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SV2 - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12SV2</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
R12SV2 - Appendix-1 - Female - DBO A and C.pdf R12SV2 - Appendix-1 - Female - DBO B.pdf R12SV2 - Appendix-1 - Male - DBO A and C.pdf R12SV2 - Appendix-1 - Male - DBO B.pdf R12SV2 - Appendix-1 - Unisex - DBO A and C.pdf R12SV2 - Appendix-1 - Unisex - DBO B.pdf R12SV2 Actuarial Memo.pdf	
Satisfied - Item:	Actuarial Memoranda for R12SVC
Comments:	We have uploaded a new set of legible appendices.
<i>Attachment(s):</i>	
R12SVC Actuarial Memo.pdf R12SVC - Appendix-1 - Female - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Female - DBO B - Alt format.pdf R12SVC - Appendix-1 - Male - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Male - DBO B - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO A&C - Alt format.pdf R12SVC - Appendix-1 - Unisex - DBO B - Alt format.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Actuarial Memoranda for R12SVC</i>

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedule Item Changes	
Comments:	
Attachment(s):	
R12SVC - Appendix-1 - Female - DBO A and C.pdf R12SVC - Appendix-1 - Female - DBO B.pdf R12SVC - Appendix-1 - Male - DBO A and C.pdf R12SVC - Appendix-1 - Male - DBO B.pdf R12SVC - Appendix-1 - Unisex - DBO A and C.pdf R12SVC - Appendix-1 - Unisex - DBO B.pdf R12SVC Actuarial Memo.pdf	
Satisfied - Item:	Certifications
Comments:	Please see each of the certifications below in response to the objection letter.
Attachment(s):	
AR Cert. of Compliance Variable - Reg 33.pdf AR Reg 19 Cert of Compliance.pdf AR Reg 34 Cert of Compliance.pdf	
Satisfied - Item:	Complaint & Guaranty Association Notices
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.
Attachment(s):	
AR1.pdf ST-8-1.pdf	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Please contact me at the number below if you are still experiencing issues with the legibility of the appendices.

Thank you,

Greg Guzman
(800) 347-7787, ext. 8483

Sincerely,

SERFF Tracking #:	PALD-128749687	State Tracking #:		Company Tracking #:	P12MVL, P12VMP, P12VUL
State:	Arkansas	Filing Company:			Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium				
Product Name:	P12MVL, P12MVP, P12VUL				
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL				

Greg Guzman

SERFF Tracking #:

PALD-128749687

State Tracking #:

Company Tracking #:

P12MVL, P12VMP, P12VUL

State: Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name: P12MVL, P12MVP, P12VUL

Project Name/Number: P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL

Form Schedule

Lead Form Number: P12MVL

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Indexed Flexible Premium Variable Universal Life Insurance	P12MVL	POLA	Initial			P12MVL AR.pdf
2		Indexed Flexible Premium Variable Universal Life Insurance	P12MVP	POLA	Initial			P12MVP AR.pdf
3		Indexed Flexible Premium Variable Universal Life Insurance	P12VUL	POLA	Initial			P12VUL AR.pdf
4		Downside Protection Rider	R12DPR	POLA	Initial			R12DPR.pdf
5		Short-Term No-Lapse Guarantee Rider	R12SNL	POLA	Initial			R12SNL.pdf
6		Scheduled Increase Rider	R12SR2	POLA	Initial			R12SR2.pdf
7		Annual Renewable Term Rider	R12RTP	POLA	Initial			R12RTP.pdf
8		SVER Term Insurance-2 Rider	R12SV2	POLA	Initial			R12SV2.pdf
9		SVER Term Insurance Rider-Corporate	R12SVC	POLA	Initial			R12SVC.pdf

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Lead Form Number: P12MVL								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10		Accelerated Benefit for Chronic Illness Rider	R12CIC	POLA	Initial			R12CIC.pdf
11		Accelerated Benefit for Terminal Illness Rider	R12TIC	POLA	Initial			R12TIC.pdf
12		Annual Renewable Term Rider	R12ART	POLA	Initial			R12ART.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Pacific Life Insurance Company • [45 Enterprise, Aliso Viejo, CA 92656
www.PacificLife.com (800) 347-7787]

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the Application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

Variable Account values and cash values are not guaranteed, and may increase or decrease depending upon Variable Account investment experience.

While policy values may be affected by an external index, the Indexed Fixed Account Options do not directly participate in any stock or equity investment.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit Option elected and the investment experience of the Variable Accounts. Please reference the Index located at the end of this contract to determine the page on which the Death Benefit is described.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, the investment performance of the Variable Accounts and Policy Charges, the policy may not continue In Force; that is, it may lapse before any death benefit is payable on the death of the Insured. The initial interest rate for the Fixed Account is guaranteed for the first policy year. Additionally, loans, withdrawals, and Death Benefit Option changes can affect the length of time the policy stays In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	[LELAND STANFORD]		
SEX AND AGE:	[MALE 35]		
RISK CLASS:	[STANDARD NONSMOKER]		
POLICY NUMBER:	[VF99999990]	TOTAL FACE AMOUNT	[\$125,000]
POLICY DATE:	[November 1, 2012]	OWNER:	[LELAND STANFORD]

Free Look Right – You may return this policy within [10] days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any Premium Load deducted from the premiums, plus any Net Premiums allocated to available Fixed Options, plus the Accumulated Value allocated to the Variable Options and the Index Fixed Account Options, plus any monthly charges and fees deducted from the policy's Accumulated Value in the Variable Options.

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POLICY SPECIFICATIONS

BASE POLICY: INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
 PREMIUMS: PLANNED [ANNUAL] PREMIUM = [\$1,838.25]
 7-PAY PREMIUM = [\$4,197.83]

DEATH BENEFIT QUALIFICATION TEST: [CASH VALUE ACCUMULATION TEST]

DEATH BENEFIT OPTION: [A]

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.00% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR.

NET AMOUNT AT RISK FACTOR: 1.0016516

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

ADMINISTRATIVE CHARGE PER MONTH: \$[7.50]

BASIC PREFERRED COVERAGE CHARGE

MINIMUM PREMIUM FOR BASIC PREFERRED COVERAGE CHARGE: \$[802.08]
 MINIMUM PREMIUM ACCUMULATION FACTOR: 1.000000

PREMIUM LOAD THRESHOLD

MAXIMUM PREMIUM
LOAD RATES

FOR PREMIUMS PAID UP TO:	[\$843.75]	[15.00%]
FOR ANY PREMIUM PAID IN EXCESS OF:	[\$843.75]	[7.55%]

INDEXED ACCOUNT SEGMENT START DATES: THE 15TH DAY OF EACH CALENDAR MONTH
 (SEE INDEXED FIXED ACCOUNT OPTIONS SECTION FOR ADDITIONAL INFORMATION)

[STATE DEPARTMENT OF INSURANCE: (XXX) XXX-XXXX]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P12MVL BASIC LIFE COVERAGE [GUARANTEED ISSUE]

FACE AMOUNT:	[\$25,000]
INSURED:	[LELAND STANFORD]
SEX AND AGE:	[MALE 35]
RISK CLASS:	[STANDARD NONSMOKER]

[R12RTP ANNUAL RENEWABLE TERM RIDER] [GUARANTEED ISSUE]

FACE AMOUNT:	[\$100,000]	[LEVEL]
INSURED:	[LELAND STANFORD]	
SEX AND AGE:	[MALE 35]	
RISK CLASS:	[STANDARD NONSMOKER]	

[R12SNL SHORT-TERM NO-LAPSE GUARANTEE RIDER]

GUARANTEE PERIOD = [20 YEARS]

ANNUAL NO-LAPSE GUARANTEE PREMIUM = \$[802.08]

MONTHLY FACTOR FOR ACCUMULATION OF THE NO-LAPSE CREDIT IF
THE NO-LAPSE CREDIT IS POSITIVE: 1.000000

[R12DPR DOWNSIDE PROTECTION RIDER]

ADDITIONAL PREMIUM LOAD:

POLICY YEAR 27	5%
POLICY YEAR 28	10
POLICY YEAR 29	15
POLICY YEAR 30	20

ALTERNATE ACCUMULATED VALUE MONTHLY FACTOR:	[1.0000000]
RIDER MATURITY DATE:	[11-01-2042]
MINIMUM PREMIUM REQUIREMENT:	[\$1,259.35]
MINIMUM PREMIUM DATE:	[11-01-2013]
MAXIMUM GUARANTEED RIDER MONTHLY CHARGE RATE:	[0.04583]%
AVERAGING PERIOD:	FROM POLICY YEAR [1] THROUGH POLICY YEAR [25]

POLICY SPECIFICATIONS

SURRENDER CHARGE EFFECTIVE
AT BEGINNING OF COVERAGE YEAR

COVERAGE YEAR	SURRENDER CHARGE	REDUCTION FACTOR
[1	\$1,260.00	\$63.00
2	1,197.00	63.00
3	1,134.00	63.00
4	1,071.00	63.00
5	1,008.00	63.00
6	945.00	189.00
7	756.00	189.00
8	567.00	189.00
9	378.00	189.00
10	189.00	189.00
11+	0	0]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]
CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
 FOR ANNUAL RENEWABLE TERM RIDER [GUARANTEED ISSUE]
 CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED:

[LELAND STANFORD]

POLICY YEAR	BASIC LIFE COVERAGE CHARGE	BASIC LIFE PREFERRED COVERAGE CHARGE
[1	\$40.44	\$40.44
2	41.15	40.44
3	41.15	40.44
4	41.15	40.44
5	41.15	40.44
6	41.15	40.44
7	41.15	40.44
8	41.15	40.44
9	41.15	40.44
10	41.15	40.44
11	40.44	
12	40.44	
13	40.44	
14	40.44	
15	40.44	
16	40.44	
17	40.44	
18	40.44	
19	40.44	
20	41.55	
21	41.75	
22	41.96	
23	42.18	
24	42.40	
25	42.64	
26	42.88	
27	43.13	
28	43.39	
29	43.66	
30	43.94	
31	44.23	
32	44.53	
33	44.84	
34	45.16	
35	45.50	
36	45.84	
37	46.20	
38	46.57	
39	46.96	
40	47.36	
41	47.77	
42	48.20	
43	48.65	
44	49.11	

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]
CONTINUED

INSURED:		[LELAND STANFORD]
POLICY YEAR	BASIC LIFE COVERAGE CHARGE	BASIC LIFE PREFERRED COVERAGE CHARGE
45	\$49.59	
46	50.08	
47	50.60	
48	51.13	
49	51.68	
50	52.26	
51	52.85	
52	53.46	
53	54.10	
54	54.76	
55	55.45	
56	56.16	
57	56.89	
58	57.65	
59	58.44	
60	59.26	
61	60.11	
62	60.99	
63	61.90	
64	62.85	
65	63.83	
66	64.84	
67	65.90	
68	66.99	
69	68.12	
70	69.29	
71	70.51	
72	71.76	
73	73.07	
74	74.42	
75	75.83	
76	77.28	
77	78.79	
78	80.35	
79	81.97	
80	83.64	
81	85.38	
82	87.18	
83	89.05	
84	90.99	
85	93.00	
86	95.08	
87+	0]	

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
[GUARANTEED ISSUE]

INSURED:

[LELAND STANFORD]

FOR TERM COVERAGE * FIRST
EFFECTIVE IN THE POLICY YEAR SHOWNTOTALS FOR ANNUAL RENEWABLE
TERM ("ART") RIDER

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE	PREFERRED COVERAGE CHARGE
[1	\$100,000	\$100,000	\$19.51	\$19.51
2	0	100,000	22.65	19.51
3	0	100,000	22.65	19.51
4	0	100,000	22.65	19.51
5	0	100,000	22.65	19.51
6	0	100,000	22.65	19.51
7	0	100,000	22.65	19.51
8	0	100,000	22.65	19.51
9	0	100,000	22.65	19.51
10	0	100,000	22.65	19.51
11	0	100,000	19.51	
12	0	100,000	19.51	
13	0	100,000	19.51	
14	0	100,000	19.51	
15	0	100,000	19.51	
16	0	100,000	19.51	
17	0	100,000	19.51	
18	0	100,000	19.51	
19	0	100,000	19.51	
20	0	100,000	24.39	
21	0	100,000	25.28	
22	0	100,000	26.21	
23	0	100,000	27.16	
24	0	100,000	28.16	
25	0	100,000	29.18	
26	0	100,000	30.25	
27	0	100,000	31.35	
28	0	100,000	32.50	
29	0	100,000	33.68	
30	0	100,000	34.91	
31	0	100,000	36.19	
32	0	100,000	37.51	
33	0	100,000	38.87	
34	0	100,000	40.29	
35	0	100,000	41.76	
36	0	100,000	43.29	
37	0	100,000	44.87	
38	0	100,000	46.51	
39	0	100,000	48.20	
40	0	100,000	49.96	
41	0	100,000	51.79	
42	0	100,000	53.68	
43	0	100,000	55.64	
44	0	100,000	57.67	

* OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
 [GUARANTEED ISSUE]
 CONTINUED

INSURED:

[LELAND STANFORD]

FOR TERM COVERAGE * FIRST
 EFFECTIVE IN THE POLICY YEAR SHOWN

TOTALS FOR ANNUAL RENEWABLE
 TERM ("ART") RIDER

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE	PREFERRED COVERAGE CHARGE
45	\$100,000	\$100,000	\$59.77	
46	0	100,000	61.95	
47	0	100,000	64.22	
48	0	100,000	66.56	
49	0	100,000	68.99	
50	0	100,000	71.51	
51	0	100,000	74.12	
52	0	100,000	76.82	
53	0	100,000	79.63	
54	0	100,000	82.53	
55	0	100,000	85.54	
56	0	100,000	88.67	
57	0	100,000	91.90	
58	0	100,000	95.26	
59	0	100,000	98.73	
60	0	100,000	102.34	
61	0	100,000	106.07	
62	0	100,000	109.94	
63	0	100,000	113.96	
64	0	100,000	118.12	
65	0	100,000	122.43	
66	0	100,000	126.90	
67	0	100,000	131.53	
68	0	100,000	136.33	
69	0	100,000	141.30	
70	0	100,000	146.46	
71	0	100,000	151.81	
72	0	100,000	157.35	
73	0	100,000	163.09	
74	0	100,000	169.05	
75	0	100,000	175.22	
76	0	100,000	181.61	
77	0	100,000	188.24	
78	0	100,000	195.11	
79	0	100,000	202.23	
80	0	100,000	209.61	
81	0	100,000	217.26	
82	0	100,000	225.19	
83	0	100,000	233.41	
84	0	100,000	241.93	
85	0	100,000	250.76	
86	0	100,000	259.92	
87+	0	100,000	0]	

* OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

POLICY SPECIFICATIONS

[1 YEAR INDEXED ACCOUNT]

Segment Term: 1 Year
Segment Guaranteed Interest Rate: 1.00%
Cumulative Segment Guaranteed Interest Rate: 1.00%
Guaranteed Minimum Participation Rate: 100% for the Segment Term
Guaranteed Minimum Growth Cap: 3% for the Segment Term
Monthly Indexed Account Charge Rate: 0.025%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. The Participation Rate and Growth Cap used in determining the credited rate from the index are not guaranteed and can be changed by us for future segments, subject to the guarantees in the policy, and any such changes can affect the return. Also, see Indexed Fixed Account Options.

Index – The Index is the S&P 500® index, excluding dividends. If the S&P 500® index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[(a \times b) - d]$, such result being not less than zero, where:

a = Index Growth Rate
b = Participation Rate
c = Growth Cap
d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and
b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report or other written notice.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report or other written notice.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Product – Refers to the product provided by this policy.

POLICY SPECIFICATIONS

The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's® ("S&P") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500® index (the "Index") to track general stock market performance. S&P's and its third party licensor's only relationship to Pacific Life Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to Pacific Life Insurance Company or Product. S&P and its third party licensors have no obligation to take the needs of Pacific Life Insurance Company or the owners of the Product into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.]

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Accounts – consist of the Fixed Account (see Accumulated Value), the Variable Account (see Investment Options), the Loan Account (see Loan Account), and the Indexed Account (see Indexed Account), each of which may be referred to as an Account.

Account Deductions – will reduce the Accumulated Value under the policy (see Accumulated Value). An Account Deduction is any of the following:

1. Monthly Deductions under the policy;
2. Any withdrawal from the policy, including the withdrawal fee;
3. Standard Policy Loans;
4. Any distribution in order to maintain tax qualification under Code Section 7702 or to maintain the policy as a non-MEC under Code Section 7702A (see Modified Endowment Contract Tax Status);
5. Payments, charges and fees under certain riders, if any; and
6. Any charge, fee, or distribution that reduces the policy's Accumulated Value.

Accumulated Value – The Accumulated Value is defined on each Valuation Day and equals the sum of:

- The Fixed Accumulated Value;
- The Variable Accumulated Value;
- The Indexed Accumulated Value; and
- The Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Application – consists of the application for this policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments, and endorsements, and any application for reinstatement or increase in benefits.

Basic Life Coverage – is insurance coverage on the Insured provided by this policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Basic Face Amount – is the sum of the Face Amounts of all Basic Life Coverage Layers on the Insured. The Face Amount of the initial Basic Life Coverage is shown in the Policy Specifications.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining Policy Charges, and interest credited to the Fixed Options, features of the Indexed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Basic and Total Face Amount, Coverage Layer, Policy Date, policy duration, premiums paid, the Insured's Age and Risk Class, requested or scheduled additions of Coverage Layers, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a Basic Life Coverage Layer or a layer of insurance coverage on the Insured under an optional rider.

Coverage Layer Date – is the date that a particular Coverage Layer is effective. Coverage Layer months, years and anniversaries are measured from this date. The Coverage Layer Date for the initial Coverage Layer is the Policy Date as shown in the Policy Specifications.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of insurance coverage for each Coverage Layer as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. The Face Amount is subject to increase or decrease as provided elsewhere in this policy.

Fixed Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed LT Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed Options – an Investment Option consisting of one or more Fixed Accounts available under this policy, and are part of our General Account. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Net Premiums and Accumulated Value under this policy may be allocated to one or more Fixed Accounts.

Free Look Transfer Date – the day we transfer Accumulated Value from the Cash Management Variable Account to the Investment Options you choose. The cover of your policy describes the Free Look Right provided by your policy. If your policy provides for a full refund of premium upon exercise of the Free Look Right, then the Free Look Transfer Date will not occur until 15 days after the policy is placed In Force. If your policy provides for a return of value as described on the cover, transfers will be processed according to the most recent premium allocation instructions we have received from you, without a 15 day waiting period.

General Account – consist of all of our assets other than those allocated to the Separate Accounts or to any of our other segregated asset accounts.

Indexed Account – is an account that is part of our General Account. We credit interest on the Indexed Account, in part, based on any positive change in an Index.

Indexed Fixed Account Options – an Investment Option consisting of one or more Indexed Accounts available under this policy, and is part of the General Account. The Indexed Accounts available as of the Policy Date are shown in the Policy Specifications.

In Force – means a policy is in effect and provides a Death Benefit on the Insured.

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Options, the Fixed Options, the Indexed Fixed Account Options, and any additional investment options that we may add.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day each month as the Policy Date and is the date on which certain Policy Charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less any Policy Debt.

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is shown on the Cover Page and means the date the policy and associated riders become effective. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and any accrued Loan Interest Charge.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining Policy Charges and is determined by us during the underwriting process for each Coverage Layer. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured for the initial Coverage Layer is shown in the Policy Specifications. The Risk Class of the Insured for any additional Coverage Layer will be shown in a Supplemental Schedule of Coverage sent to you at that time. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

Supplemental Schedule of Coverage – is the written notice we will provide you reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any riders providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications or subsequent Supplemental Schedule of Coverage.

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a Separate Account of ours or a subaccount of a Separate Account of ours in which assets are segregated from assets in our General Account and our other Separate Accounts. Net Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

Variable Investment Option – a Variable Account.

Variable Options – an Investment Option consisting of one or more Variable Accounts available under this policy, and are part of the Separate Account.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- Surrender, as described in the Surrender and Withdrawal of Values provision;
- Lapse, as described in the Policy Lapse and Reinstatement section; or
- The death of the Insured.

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Total Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Insured while this policy is In Force. This section describes how the Death Benefit is calculated. The Death Benefit is the larger of:

- The Death Benefit calculated under the Death Benefit Option in effect; or
- The Minimum Death Benefit specified below, according to the Death Benefit Qualification Test that applies to your policy.

The Death Benefit as calculated above is subject to any increase required by the Minimum Death Benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Minimum Death Benefit – The Minimum Death Benefit will be determined based on the Death Benefit Qualification Test for the policy and at any time will be no less than the minimum amount we determine to be required for this policy to qualify as a life insurance contract under the Code.

Death Benefit Options – You elected the initial Death Benefit Option in the Application. The initial Death Benefit Option appears in the Policy Specifications. Some changes in Death Benefit Option are allowed (see Change of Death Benefit Option). The Death Benefit according to each of the Death Benefit Options is explained below.

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value.

Death Benefit Qualification Test – In order for your policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a Minimum Death Benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the Application, the Death Benefit Qualification Test that is specified for this policy is the Guideline Premium Test. The Death Benefit Qualification Test that this policy is designed to satisfy appears in the Policy Specifications. You may not change your policy's specified Death Benefit Qualification Test without our written consent. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit will be no less than the greater of the minimum amount we determine to be required under the Code or 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit will be no less than the Accumulated Value multiplied by the Death Benefit Percentage for the Age of the Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Insured dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period. We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information.
- Proof of the claimant's legal interest in the proceeds.
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Standard Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Basic Face Amount Increase – You may submit an Application to increase the Basic Face Amount by adding a new Coverage Layer. Your Application must include Evidence of Insurability and is subject to our approval. The effective date of the increased Basic Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. Certain riders may restrict your ability to request unscheduled increases in Coverage Layers. We reserve the right to limit Basic Face Amount increases to one per policy year.

Scheduled Increases in Basic Face Amount – There may be scheduled increases in Basic Life Coverage Face Amount, and if so, they will be shown in the Policy Specifications. Each such increase is referred to as a “Scheduled Increase” and comprises a new Coverage Layer when it goes into effect.

There is a Cost of Insurance Charge associated with each such Scheduled Increase that has gone into effect and continues to be in effect. Such Cost of Insurance Charge is part of the Monthly Deduction for the policy and is calculated the same as that for other Coverage Layers, subject to maximum Cost of Insurance Rates that are the same as those applicable to the initial Coverage Layer. The monthly Cost of Insurance Rates are shown in the Policy Specifications.

There is a Coverage Charge associated with each Scheduled Increase that has gone into effect. Such Coverage Charge is also part of the Monthly Deduction for the policy. The Total Coverage Charge for all Scheduled Increases in Basic Life Coverage are shown in the Policy Specifications. The Coverage Charge for each Scheduled Increase in Basic Life Coverage that has gone into effect does not decrease or terminate even if the associated Coverage Layer is decreased or terminated. However, if any Scheduled Increase in Basic Life Coverage does not go into effect as scheduled, the Coverage Charge for the Scheduled Increase will not go into effect, and we will send you a Supplemental Schedule of Coverage to reflect the change.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase; and
- If the Guideline Premium Test is used, the policy’s new Guideline Premiums.

Other Face Amount Increases – An increase in the Total Face Amount may arise when you request a change in Death Benefit Options. In this case, we will increase the Face Amount of the most recently issued Coverage Layer. If there are rider and Basic Life Coverage Layers with the same Coverage Layer Date, we will increase the rider Face Amount first. Certain riders may restrict your ability to request unscheduled increases in Coverage Layers.

Face Amount Decrease – You may request a decrease in the Total Face Amount of the policy by providing a Written Request. A decrease in Total Face Amount is subject to these limits:

- Only one requested decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The Basic Face Amount remaining after a decrease must be at least \$10,000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we approved your Written Request.

Unless and until you specify otherwise by Written Request, any request for a decrease in Total Face Amount will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code. We recommend you consult your tax advisor before requesting a decrease in Total Face Amount of Coverage Layers as described below. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease.

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if specified for your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, in accordance with the Tax Qualification as Life Insurance section of this policy. Such request will not be allowed to the extent we determine that any resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Processing of Face Amount Decreases – Any reduction in the Total Face Amount, whether by Written Request or due to a withdrawal or change in Death Benefit Option, will affect the Total Face Amount by reducing the Face Amount of Coverage Layers as described below.

Coverage Layers are reduced or eliminated based on Coverage Layer Date, in order from the latest to the earliest. If more than one Coverage Layer has the same Coverage Layer Date, we will first reduce or eliminate the Face Amount of any rider Coverage Layer, and then the Face Amount of any Basic Life Coverage Layer.

Face Amount Decreases that are a result of a Death Benefit Option Change or Death Benefit acceleration may result in a Basic Face Amount below \$10,000.

Policy Change Limit – We reserve the right to require Evidence of Insurability for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is inconsistent with our underwriting rules, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test or the Cash Value Accumulation Test, whichever is specified for your policy, any change in policy or rider benefits or certain other factors may require an adjustment to the policy's tax qualification limits.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to your registered representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to your registered representative or otherwise, to be "received" when it is delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless it has been received by us. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Load – The Premium Load is equal to the premium paid multiplied by the applicable Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rates shown in the Policy Specifications, and is based on what portion of any premium payment is being used to satisfy the Premium Load Threshold.

Premium Load Threshold – The Premium Load Threshold is an amount used to determine the applicable Premium Load Rate. The amount is based on the Face Amount of the Coverage Layer as of its effective date. The initial Premium Load Threshold for your policy is shown in the Policy Specifications.

Changes in Premium Load Threshold – The Premium Load Threshold may change for Face Amount increases and will be applicable for premiums received on or after the effective date of the increase. The new Premium Load Threshold will equal any portion of the existing Premium Load Threshold that has not been paid as of the increase effective date, plus the Premium Load Threshold for the new Face Amount. We will send you a Supplemental Schedule of Coverage which will provide the amount of the new Premium Load Threshold. If there is a reduction in any Coverage Layer, the Premium Load Threshold will not decrease.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force will be allocated to the Cash Management Variable Account, or a successor account identified by us for such purpose. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value will be transferred according to the most recent premium allocation instructions we have received from you. If your policy provides for a full refund of premium upon exercise of the Free Look Right, then transfer to the Investment Options will occur on the Free Look Transfer Date. After the initial transfer to the Investment Options, any Net Premium we receive will be allocated to the Investment Options according to the most recent premium allocation instructions we have received from you, and per the terms of this policy.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment, unless it is necessary to keep the policy In Force.

Guideline Premium Limit – This subsection applies only if the Guideline Premium Test is the Death Benefit Qualification Test specified in the Policy Specifications. In order for this policy to qualify as a life insurance contract under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as specified in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium; or
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the Insured's Age 100.

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance, whether scheduled or otherwise, or certain other policy benefits or factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits beyond which this policy would fail to qualify as a life insurance contract under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. To the extent that a premium payment would exceed such limits, we will refund the excess payment to you in accordance with the Tax Qualification as Life Insurance section of this policy, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we reserve the right to make distributions from the policy to the extent we deem necessary to continue to classify this policy as a life insurance contract under the Code, in accordance with the Tax Qualification as Life Insurance section of this policy.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status section of this policy.

The 7-Pay Premium may change whenever there is a change in the Total Face Amount of insurance or in other certain policy benefits or factors. The 7-Pay Premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay Premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we

will refund the excess payment to you, in accordance with the Modified Endowment Contract Tax Status section of this policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

INVESTMENT OPTIONS

Investment Options – consist of the Fixed Options, the Variable Options, and the Indexed Fixed Account Options. We reserve the right to add additional Investment Options or to terminate one or more of the Investment Options at any time.

Fixed Options – The Fixed Options are comprised of one or more Fixed Accounts. We reserve the right to add additional Fixed Accounts or to terminate or suspend one or more of the Fixed Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Fixed Account, we will transfer the assets held in that Fixed Account to another Fixed Account that we will identify in the notification.

Variable Options – The Variable Options are comprised of one or more Variable Accounts. We reserve the right to add additional Variable Accounts or to terminate one or more of the Variable Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Variable Account, we will transfer the assets held in that Variable Account to another Investment Option that we will identify in our notification.

Indexed Fixed Account Options – The Index Fixed Account Options are comprised of one or more Indexed Accounts. We reserve the right to add additional Indexed Accounts or to terminate one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. At Segment Maturity, any Segment Maturity Value allocated to the terminated Indexed Account will be reallocated to another Investment Option that we will identify in our notice to you.

ACCUMULATED VALUE

Accumulated Value – The Accumulated Value is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value;
- The Variable Accumulated Value;
- The Indexed Accumulated Value; and
- The Loan Account Value.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Account. On the Policy Date, the value of the policy's allocations to each Fixed Account is equal to any Net Premium allocated to each Fixed Account less any allocation of the initial Monthly Deduction to those Fixed Accounts.

After the Policy Date, we calculate the Accumulated Value in each Fixed Account as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for each Fixed Account shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Account may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year.

The Accumulated Value for each Fixed Account on any Valuation Day is the following, including interest on each:

- The Accumulated Value for each Fixed Account on the prior Monthly Payment Date;

- Plus the amount of any Net Premium received and allocated to the Fixed Account, since the prior Monthly Payment Date;
- Plus the amount of any transfer to each Fixed Account, including transfers from the Loan Account, or Indexed Accounts, since the prior Monthly Payment Date;
- Minus any Account Deductions from each Fixed Account since the prior Monthly Payment Date; and
- Minus the transfers from each Fixed Account, including transfers to the Loan Account or Indexed Accounts, since the prior Monthly Payment Date.

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account; and
- Transfers to the Variable Account, including transfers from the Loan Account.

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account; and
- Account Deductions from the Variable Account.

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

Net Asset Value – is the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Indexed Accumulated Value – The Indexed Accumulated Value is the sum of the Segment Values for all Segments in each Indexed Account.

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest Credit.

Processing of Account Deductions – Any Account Deductions will reduce the Investment Options under the policy. Any such deduction is taken proportionately from the Fixed Accumulated Value and the Variable Accumulated Value. Any deduction in excess of the Fixed Accumulated Value and Variable Accumulated Value will be deducted from the Segments of the Indexed Accumulated Value (see Segment Deductions).

INDEXED FIXED ACCOUNT OPTIONS

Indexed Accounts – You may allocate all or a portion of your policy's Accumulated Value to one or more Indexed Accounts, for which values will vary over time based, in part, on the change in value of an external index ("Index"). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published. In calculating the change in value of the Index, we use the Closing Value of the Index.

Substitution of Indexes – We reserve the right for any particular Indexed Account to substitute one or more Indexes for any reason, including if an Index is discontinued or no longer published. In such case, we will notify you prior to the change at your last known address.

Segments – Your policy's value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy's Accumulated Value. This is a summary of how Segments work:

- Segment Creation – A new Segment is created when there is an allocation to an Indexed Account. The Segment will continue until the end of the Segment Term.
- Segment Value Change – Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.
- Segment Deductions – Over the Segment Term, money may be transferred out of the Segments for Account Deductions.
- Segment Indexed Interest – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- Segment Maturity – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

Segment Creation – A new Segment is created when there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or Segment Date. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect as of the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Segment Start Dates – Segment Start Dates are the dates as of which transfers into the Indexed Account may occur. The Segment Start Dates are shown in the Policy Specifications. For Policies that have a Free Look Transfer Date (see the Definitions section to find out if your policy has a Free Look Transfer Date), the first transfer to an Indexed Account will occur on the first Segment Start Date following the Free Look Transfer Date. We reserve the right to change the Segment Start Dates and to limit transfers into the Indexed Account, but transfers may occur not less frequently than once per calendar quarter. If we change the Segment Start Dates, you will be notified in the Annual Report or other written notice.

Payment and Reallocation to the Indexed Accounts – Transfers to the Indexed Accounts will be based on your latest instructions on file with us. The following explains the payment and reallocation instructions for transfers to an Indexed Account:

- **Payment Instructions** - These are your instructions to us, in which you designate a portion of each Net Premium or loan repayment ("Designated Amount") to be transferred to an Indexed Account. The Designated Amount will first be deposited in the Fixed Account. Then, on the next Segment Start Date, the Designated Amount, or if less, the Fixed Account balance will be transferred from the Fixed Account to the Indexed Account. If you have given us no instructions or if your policy is in a Lockout Period (see Lockout Period), then no allocation to the Indexed Account will occur.
- **Reallocation Instructions** - At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Maturity Value can be reallocated to the Fixed Account or an Indexed Account. If you have given us no instructions for such Segment Maturity Value, the value will be reallocated to the same Indexed Account to create a new Segment in the Indexed Account. If Segment Maturity Value is transferred to the Fixed Account, subsequent transfers from the Fixed Account to other Investment Options may be done according to the Transfers provisions of the policy.

Allocations to the Indexed Fixed Account Options – You may, by Written Request, designate an amount to be transferred from the Fixed Account to an Indexed Account. If you want to transfer money from other Investment Options into the Indexed Accounts, you must first transfer money from those Investment Options to the Fixed Account according to the Transfer provisions in this policy, and then transfer from the Fixed Account to the Indexed Accounts as described in this paragraph. The amount you designate for transfer, or if less, the Fixed Account balance, will then be transferred to the Indexed Account on the next Segment Start Date.

Allocations from the Indexed Fixed Account Options – You may not transfer value out of an Indexed Account to any other Investment Option before the end of the Segment Term.

Cut-Off Date – For Indexed Fixed Account Option allocations to be effective on a given Segment Start Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Segment Start Date:

- Any instructions for transfers to the Indexed Accounts; or
- Any premium payment or loan repayment intended to result in a transfer to an Indexed Account.

Order of Processing Transfers – Any reallocation of Segment Maturity Value from the Indexed Accounts to the Fixed Account will occur before any other transfer.

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Segment Start Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see Segment Indexed Interest).

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- The Segment Value as of the prior day;
- Plus the Segment Guaranteed Interest since the prior day;
- Minus any Segment Deductions since the prior day;
- Plus, at Segment Maturity only, any Segment Indexed Interest credited.

Segment Guaranteed Interest – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest.

Segment Deductions – If there is no Fixed Accumulated Value and Variable Accumulated Value, then Account Deductions are taken from the Indexed Accumulated Value. Among Indexed Accounts, deductions are taken from the Indexed Accounts in order, according to the length of the Segment Term, from shortest to longest. If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation. Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. Reallocation of Segment Maturity Value to an Indexed Account is allowed during the Lockout Period. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

Systematic Distribution Program – is a program of periodic distribution of policy values that we designate as a Systematic Distribution Program. We reserve the right to discontinue such a program at any time. The program includes periodic distribution to you of a portion of the policy's Accumulated Value through policy loans and withdrawals while the Insured is alive and the policy is In Force. Contact the Company for details of how this program works.

Segment Indexed Interest – At Segment Maturity, the Segment Indexed Interest is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the Segment Maturity Value. At Segment Maturity the maturing Segment ends and the Segment Maturity Value will be reallocated to the Fixed and Indexed Accounts according to your reallocation instructions on file with us. If you have not given us any such instructions, the Segment Maturity Value will be reallocated to a new Segment in the same Indexed Account. However, if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account.

TRANSFERS BETWEEN FIXED OPTIONS AND VARIABLE OPTIONS

Transfers – After your initial Net Premium has been allocated according to your instructions you may, upon Written Request, transfer your Fixed and Variable Accumulated Value, or a part of it, among the Fixed Options and Variable Options as provided in this section. No transfer may be made if the policy is in a Grace Period and the required premium has not been paid. Contact us to find out what restrictions are in effect at any time on transfers described in this section.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500;
- To limit the frequency of transfers, however at least one transfer per quarter will be allowed;
- To require that the remaining balance in any account as a result of a transfer be at least \$500;
- To assess a charge of \$25 for each transfer exceeding 12 per policy year;

- To impose further restrictions to limit transfers between certain Investment Options, including, but not limited to, the dollar amount, the number of transfers made during a defined period, and the method used to submit transfers;
- To otherwise waive or reduce the restrictions on transfers described in this section; and
- To terminate transfer privileges at any time.

Transfers from the Variable Options to the Fixed Account – You may transfer Accumulated Value from the Variable Options to the Fixed Options subject to limitations on allocations to the Fixed Options.

Transfers from the Variable Options to the Fixed LT Account – You may make one transfer from the Variable Options to the Fixed LT Account during any twelve-month period, subject to limitations on allocations to the Fixed Options.

Transfers from the Fixed Account to the Variable Options or Fixed LT Account – You may make one transfer from the Fixed Account during any twelve-month period. You may transfer to the Variable Options or Fixed LT Account, or both. You may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account. You may transfer to the Variable Options the greater of:

1. \$5,000; or
2. 25% of the Accumulated Value in the Fixed Account; or
3. The total amount transferred in the prior policy year from the Fixed Account to the Variable Options.

Transfers from the Fixed LT Account to the Variable Options or Fixed Account – You may make one transfer from the Fixed LT Account to the Variable Options or Fixed Account during any twelve-month period. Such transfer is limited to the greatest of the following:

1. \$5,000; or
2. 10% of the Accumulated Value in the Fixed LT Account; or
3. The total amount transferred in the prior policy year from the Fixed LT Account to either the Fixed Account or the Variable Options.

Allocations to the Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, to \$1,000,000.

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- The Cost of Insurance Charge;
- The Administrative Charge;
- The Coverage Charge;
- The Indexed Fixed Account Option Charge; and
- Rider or benefit charges, if any.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class. We may profit from such charges, and may use those profits for any lawful purpose, such as the payment of distribution and administrative expenses. The Monthly Deduction is deducted from the policy's Investment Options. Unless you provide otherwise, the Monthly Deduction will be processed as

an Account Deduction. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

(1) is the Monthly Cost of Insurance Rates per Coverage Layer divided by 1000 as shown in the Policy Specifications; and

(2) is the Death Benefit divided by the Net Amount at Risk Factor as shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to Total Face Amount; otherwise the Net Amount at Risk is allocated fully to the initial Coverage Layer.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer(s) are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for each Coverage Layer. The Coverage Charge for the initial Basic Life Coverage will not exceed the Basic Life Coverage Charge or the Basic Preferred Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Basic Life Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not change even if the Face Amount of the associated Coverage Layer is increased or decreased.

Basic Preferred Coverage Charge – For the initial Basic Life Coverage Layer that meets the Minimum Premium Requirement, the Basic Preferred Coverage Charge will be used instead of the Basic Life Coverage Charge. The maximum Basic Preferred Coverage Charge for the initial Base Coverage Layer and the policy years it is available are shown in the Policy Specifications.

The Basic Preferred Coverage Charge will not be used for any increases in Basic Life Coverage. The Basic Preferred Coverage Charge will not decrease even if there is a decrease in Face Amount.

Minimum Premium Requirement – If on a Monthly Payment Date while the Basic Preferred Coverage Charge is available, and the Minimum Premium Credit less 1/12 of the then current minimum premium and less any Policy Debt, is greater than or equal to zero, the Basic Preferred Coverage Charge will be applied from that Monthly Payment Date to the next Policy Anniversary.

Prior to each anniversary, we will determine if sufficient premium payments have been made at that time to retain the Basic Preferred Coverage Charge through the next policy year.

Minimum Premium Credit – Is calculated at the beginning of each policy month. The Minimum Premium Credit as of the Policy Date, which is also the first Monthly Payment Date, is equal to the premium paid less 1/12 of the initial Minimum Premium. On any other Monthly Payment Date, the Minimum Premium Credit is equal to:

- The Minimum Premium Credit as of the prior Monthly Payment Date multiplied by i , where:
- i = no greater than 1.00327374 if the Minimum Premium Credit is negative; otherwise,
- i = the Minimum Premium Accumulation Factor shown in the Policy Specifications;
- Plus premiums received since the prior Monthly Payment Date;

- Less withdrawals taken since the prior Monthly Payment Date; and
- Less one-twelfth of the then current Minimum Premium.

Minimum Premium – is an amount used to determine the Minimum Premium Credit, which in turn is used to determine if the Basic Preferred Coverage Charges will be applied. The Minimum Premium is expressed as an annual amount, and is the Minimum Premium in effect on the Policy Date as shown in the Policy Specifications.

If there are increases in coverage under the policy or any riders attached to it, the Minimum Premium may be increased. The Minimum Premium will become effective on the day of the increase and will be used in the calculation of the Minimum Premium Credit on that Monthly Payment Date.

If there are decreases in coverage under the policy or any riders attached to it, the Minimum Premium will not be reduced.

Indexed Fixed Account Option Charge – The Index Fixed Account Option Charge is the sum of the charge for each Indexed Account, which is equal to the Monthly Indexed Account Charge Rate for that Indexed Account, as shown on the Policy Specifications, multiplied by the value of that Indexed Account as of the Monthly Payment Date. The Indexed Fixed Account Option Charge is part of the Monthly Deduction assessed against the policy's Accumulated Value.

Tax Related Charges – In addition to the charges described in this policy, we reserve the right to make a charge for federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

POLICY LAPSE AND REINSTATEMENT

Grace Period – We will use the policy's Accumulated Value, reduced by Policy Debt, to determine if the policy will lapse. If that amount is not sufficient to provide for the policy's Monthly Deductions, the policy will enter the Grace Period. A Grace Period of 61 days will be allowed for the payment of sufficient loan repayment or premium to keep your policy In Force. The Grace Period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the Grace Period, we will provide a Grace Notice to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Any premium payments sent to us by U.S. mail and postmarked within the Grace Period will be accepted. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period.

Notification of Termination for Non-Payment – Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination (Grace Notice). The notice will be provided to each person at their last known addresses by first class United States mail, postage prepaid, and will state the due date and the amount of loan repayment or premium required for your policy to remain In Force. A minimum of the monthly charges not deducted plus three times the Monthly Deduction due when the insufficiency occurred, plus any applicable Premium Load, must be paid.

Lapse – If sufficient loan repayment or premium is not paid by the end of the Grace Period, a lapse will occur. If the Insured dies during the Grace Period, the Death Benefit will be equal to the Death Benefit as of the beginning of the Grace Period reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- A written Application;
- Evidence of Insurability;

- Sufficient premium, after reduction by any Premium Load, to cover all Monthly Deductions and policy Loan Interest Charges due and unpaid during the Grace Period; and
- Sufficient premium, after reduction by any Premium Load, to keep the policy In Force for three months after the date of reinstatement; and
- Sufficient premium to cover any negative Accumulated Value if there was a policy loan or other outstanding Policy Debt at the time of lapse.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement Application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- The Surrender Charges and Policy Charges (other than Cost of Insurance Charges) for all Coverage Layers under this policy will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, upon reinstatement we will eliminate the loan by deducting any Policy Debt from the Accumulated Value. Any negative Accumulated Value will be due in addition to sufficient premium at time of reinstatement.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received at our Administrative Office. The policy cannot be surrendered during the Grace Period.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. The Surrender Charge as of the beginning of each Coverage Year for your initial Coverage Layer is shown in the Policy Specifications. On each Monthly Payment Date during the policy year, the Surrender Charge is reduced by 1/12 of the Reduction Factor as shown in the Policy Specifications.

If there have been decreases in the Basic Life Coverage Face Amount, including decreases due to withdrawals, the Surrender Charge will not change as a result of the decrease. The Surrender Charge described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

Increases in the Basic Life Coverage Face Amount are not subject to a Surrender Charge.

Withdrawals – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200;

- The Net Cash Surrender Value remaining after a withdrawal must be at least \$500; and
- We reserve the right to disallow any withdrawal that would result in a Basic Face Amount of less than \$10,000 after the withdrawal.

Withdrawals will be deducted from the Accumulated Value. When you take a Withdrawal, the amount of the withdrawal and any withdrawal fee is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction will be deducted from the Accumulated Value as an Account Deduction.

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test specified for your policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
 - iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount. The withdrawal will reduce the Accumulated Value, which has the effect of reducing the Death Benefit that would be payable (see the Death Benefit section for details).

If the Insured dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal, if allowed under the provision, will be processed and paid to the owner, or the owner's estate before the Death Benefit Proceeds are determined and paid to the beneficiary.

TIMING OF PAYMENTS AND TRANSFERS

Variable Options – With respect to allocations made to the Variable Options, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of Death Benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for

the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings;
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC);
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities; or
- The SEC by order permits postponement for the protection of policy owners.

Other Allocations – With respect to allocations to accounts other than those made to the Variable Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

With respect to transfers, we will disclose in written notice to you, the effective date of the transfer, the reason for the delay, and the value of the transfer as of the date we received your transfer request.

Deferral – If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

STANDARD POLICY LOANS

Standard Policy Loans – You may obtain policy loans by Written Request after the Free Look Transfer Date (see the Definitions section of your policy to find out if it has a Free Look Transfer Date), on the sole security of the Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Account – When a policy loan is taken, an amount equal to the loan will be deducted from the Accumulated Value as an Account Deduction.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- Three times the most recent Monthly Deduction;
- Any Surrender Charge; and
- Any existing Policy Debt.

Loan Repayment – You may make loan repayments at any time prior to lapse of this policy.

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using a maximum annual interest rate of 2.25%. We may use a lower Loan Interest Charge rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy terminates before a policy anniversary, the Loan Interest Charge will be due at such time.

Loan Interest Credit – Loan Interest Credit is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Account Interest rate, which is an annual interest rate not less than 2.00%. The corresponding daily interest rate is equal to the annual rate divided by 365.

Policy Debt – The Policy Debt is the amount necessary to repay the policy loan in full and is equal to the Loan Account plus any accrued Loan Interest Charge. The Policy Debt reduces any amount otherwise payable under the policy.

Loan Processing on Policy Anniversary – On each policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Account Value so that they are equal to each other. To do this, we calculate the difference between the Policy Debt and the Loan Account Value. If the Policy Debt is greater than the Loan Account Value, which is generally the case when the policy Loan Interest Charge has not been paid, a new loan will be taken for the excess and will be added to the Loan Account. If the Loan Account Value is greater than the Policy Debt, which is generally the case when the policy Loan Interest Charge has been paid, the excess will be transferred according to your most recent premium allocation instructions.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising

out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our General Account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your Application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies;
- Add, remove or combine Variable Accounts;
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account;
- Register or deregister any Variable Account under the Investment Company Act of 1940;
- Change the classification of any Variable Account;
- Operate any Variable Account as a managed investment company or as a unit investment trust;
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates;
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates;
- Run any Variable Account under the direction of a committee, board, or other group;
- Restrict or eliminate any voting rights of policy owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account;
- Change the allocations permitted under the policy;
- Terminate and liquidate any Variable Account; and
- Make any other change needed to comply with law.

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the

Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request while the policy is In Force. Beneficiary Change Request forms are available from us. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro-rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Applications for reinstatement, all subsequent Applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application, or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change, or, when permitted by applicable state law, where the change was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. After the changed policy has been In

Force for two years during the Insured's lifetime, we will not contest any such change except for failure to pay required premiums or if the change was procured by fraud.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals.

If the Insured dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

1. Any such increase in Total Face Amount will be excluded;
2. Refund of the portion of Monthly Deductions associated with any such increase will be included; and
3. Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the Application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If the Insured's sex or birth date is misstated in the Application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the Insured is alive and the policy has not been surrendered and lapse has not occurred.

Monthly Deduction End Date – Provided the policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease;
- Premiums will not be accepted, except amounts required to keep the policy In Force;
- Loans will be allowed;
- Loan repayments will be permitted;
- Loan Interest Charges and Loan Interest Credits will continue to accrue; and
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at least equal to the Minimum Guaranteed Interest Rate for Fixed Options shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually. This report will show:

- The beginning and end dates of the reporting period;
- The Accumulated Value at the beginning and end of the reporting period;
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- The Death Benefit at the end of the reporting period on each life covered by the policy;
- The Net Cash Surrender Value at the end of the reporting period;

- Any Policy Debt outstanding at the end of the reporting period;
- A notice if the Net Cash Surrender Value will not be sufficient to keep the policy In Force until the end of the next reporting period, unless further premium payments are made; and
- Any other information required by law.

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities law.

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Juvenile Insured – This provision only applies if the Insured was under Age 18 on the Policy Date. Beginning when the Insured attains Age 18, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 18. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 18, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability. In order for such improved Risk Class to take effect at Age 18, you must make the Written Request prior to Age 18. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications or the rate required by your State and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case male rates are used.

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

Tax Qualification as Life Insurance – This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published final guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

We will not accept a premium payment that would cause the policy to fail to qualify as a life insurance contract for federal tax purposes. If at any time the premiums paid under the policy exceed the amount

allowable for such tax qualification, the excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustments in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including such interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable tax limits on premiums or cash values for the policy to maintain such tax qualification. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, exceed any such reduced limits, as determined under federal tax law, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that we determine that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract ("MEC") classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy.

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. If and while the provisions of this subsection apply to your policy, at no time shall the amount of death benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary (e.g., to the end of any MEC 7-year test period) so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract

include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Additional Services – While this policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, a Supplemental Schedule of Coverage will be mailed to your last known address.

Compliance – We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change.

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Pacific Life Insurance Company • [45 Enterprise, Aliso Viejo, CA 92656]

INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**



Pacific Life Insurance Company • [45 Enterprise, Aliso Viejo, CA 92656
www.PacificLife.com (800) 347-7787]

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the Application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

Variable Account values and cash values are not guaranteed, and may increase or decrease depending upon Variable Account investment experience.

While policy values may be affected by an external index, the Indexed Fixed Account Options do not directly participate in any stock or equity investment.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit Option elected and the investment experience of the Variable Accounts. Please reference the Index located at the end of this contract to determine the page on which the Death Benefit is described.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, the investment performance of the Variable Accounts and Policy Charges, the policy may not continue In Force; that is, it may lapse before any death benefit is payable on the death of the Insured. The initial interest rate for the Fixed Account is guaranteed for the first policy year. Additionally, loans, withdrawals, and Death Benefit Option changes can affect the length of time the policy stays In Force.

Signed for Pacific Life Insurance Company,

[Chairman and Chief Executive Officer]

[Secretary]

INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

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INSURED: [LELAND STANFORD]

SEX AND AGE: [MALE 35]

RISK CLASS: [STANDARD NONSMOKER]

POLICY NUMBER: [VF99999990]

POLICY DATE: [November 1, 2012]

TOTAL FACE AMOUNT [\$125,000]

OWNER: [LELAND STANFORD]

Free Look Right – You may return this policy within [10] days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any Premium Load deducted from the premiums, plus any Net Premiums allocated to available Fixed Options, plus the Accumulated Value allocated to the Variable Options and the Index Fixed Account Options, plus any monthly charges and fees deducted from the policy's Accumulated Value in the Variable Options.

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POLICY SPECIFICATIONS

BASE POLICY: INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
 PREMIUMS: PLANNED [ANNUAL] PREMIUM = [\$1,873.25]
 7-PAY PREMIUM = [\$4,197.83]

DEATH BENEFIT QUALIFICATION TEST: [CASH VALUE ACCUMULATION TEST]

DEATH BENEFIT OPTION: [A]

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.00% ANNUALLY. ANY EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR.

NET AMOUNT AT RISK FACTOR: 1.0016516

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

ADMINISTRATIVE CHARGE PER MONTH: \$[7.50]

<u>PREMIUM LOAD THRESHOLD</u>	<u>MAXIMUM PREMIUM LOAD RATES</u>
FOR PREMIUMS PAID UP TO: [\$4,323.75]	[15.00%]
FOR ANY PREMIUM PAID IN EXCESS OF: [\$4,323.75]	[7.55%]

INDEXED ACCOUNT SEGMENT START DATES: THE 15TH DAY OF EACH CALENDAR MONTH
 (SEE INDEXED FIXED ACCOUNT OPTIONS SECTION FOR ADDITIONAL INFORMATION)

[STATE DEPARTMENT OF INSURANCE: (XXX) XXX-XXXX]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P12MVP BASIC LIFE COVERAGE [GUARANTEED ISSUE]

FACE AMOUNT:	[\$25,000]
INSURED:	[LELAND STANFORD]
SEX AND AGE:	[MALE 35]
RISK CLASS:	[STANDARD NONSMOKER]

[R12SV2 SVER TERM INSURANCE-2 RIDER] [GUARANTEED ISSUE]

FACE AMOUNT:	[\$100,000]
INSURED:	[LELAND STANFORD]
SEX AND AGE:	[MALE 35]
RISK CLASS:	[STANDARD NONSMOKER]

[R12SR2 SCHEDULED INCREASE RIDER]
[RIDER CHARGE: \$2.54 PER MONTH]

[R12SNL SHORT-TERM NO-LAPSE GUARANTEE RIDER]

GUARANTEE PERIOD = [20 YEARS]
ANNUAL NO-LAPSE GUARANTEE PREMIUM = \$[1,045.35]

MONTHLY FACTOR FOR ACCUMULATION OF THE NO-LAPSE CREDIT IF
THE NO-LAPSE CREDIT IS POSITIVE: 1.000000

[R12DPR DOWNSIDE PROTECTION RIDER]

ADDITIONAL PREMIUM LOAD:

POLICY YEAR 27	5%
POLICY YEAR 28	10
POLICY YEAR 29	15
POLICY YEAR 30	20

ALTERNATE ACCUMULATED VALUE MONTHLY FACTOR:	[1.0000000]
RIDER MATURITY DATE:	[11-01-2042]
MINIMUM PREMIUM REQUIREMENT:	[\$1,259.35]
MINIMUM PREMIUM DATE:	[11-01-2013]
MAXIMUM GUARANTEED RIDER MONTHLY CHARGE RATE:	[0.04583]%
AVERAGING PERIOD:	FROM POLICY YEAR [1] THROUGH POLICY YEAR [25]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUED]
CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE-2 RIDER [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE-2 RIDER [GUARANTEED ISSUE]
CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED:

[LELAND STANFORD]

POLICY YEAR	BASIC LIFE COVERAGE CHARGE
[1	\$41.15
2	41.15
3	41.15
4	41.15
5	41.15
6	41.15
7	41.15
8	41.15
9	41.15
10	41.15
11	41.15
12	41.15
13	41.15
14	41.15
15	41.15
16	41.15
17	41.15
18	41.15
19	41.15
20	41.15
21	41.32
22	41.50
23	41.69
24	41.88
25	42.08
26	42.29
27	42.50
28	42.72
29	42.95
30	43.18
31	43.43
32	43.68
33	43.94
34	44.21
35	44.49
36	44.77
37	45.07
38	45.38
39	45.69
40	46.02
41	46.36
42	46.71
43	47.08
44	47.45

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]
CONTINUED

INSURED: [LELAND STANFORD]

POLICY YEAR	BASIC LIFE COVERAGE CHARGE
45	\$47.84
46	48.24
47	48.65
48	49.08
49	49.53
50	49.98
51	50.46
52	50.95
53	51.45
54	51.98
55	52.52
56	53.08
57	53.65
58	54.25
59	54.87
60	55.51
61	56.17
62	56.85
63	57.56
64	58.29
65	59.04
66	59.82
67	60.63
68	61.47
69	62.33
70	63.22
71	64.14
72	65.09
73	66.08
74	67.10
75	68.15
76	69.24
77	70.37
78	71.53
79	72.73
80	73.98
81	75.26
82	76.59
83	77.97
84	79.39
85	80.86
86	82.38
87+	0]

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES
IN BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED:

[LELAND STANFORD]

FOR EACH SCHEDULED INCREASE IN BASIC
COVERAGE FIRST EFFECTIVE IN THE POLICY
YEAR SHOWNTOTALS FOR ALL SCHEDULED INCREASES IN
BASIC LIFE COVERAGE THAT HAVE BECOME
EFFECTIVE BY THE POLICY YEAR SHOWN

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
[1	\$0	\$0	\$0
2	100,000	100,000	21.01
3	100,000	200,000	42.32
4	100,000	300,000	63.91
5	100,000	400,000	85.77
6	100,000	500,000	107.94
7	100,000*	600,000	130.48
8	100,000*	700,000	153.39
9	100,000*	800,000	176.68
10	100,000*	900,000	200.33
11	100,000*	1,000,000	224.40
12	0	1,000,000	224.40
13	0	1,000,000	224.40
14	0	1,000,000	224.40
15	0	1,000,000	224.40
16	0	1,000,000	224.40
17	0	1,000,000	224.40
18	0	1,000,000	224.40
19	0	1,000,000	224.40
20	0	1,000,000	224.40
21	0	1,000,000	224.40
22	0	1,000,000	225.09
23	0	1,000,000	226.50
24	0	1,000,000	228.66
25	0	1,000,000	231.59
26	0	1,000,000	235.32
27	0	1,000,000	239.87
28	0	1,000,000	245.27
29	0	1,000,000	251.55
30	0	1,000,000	258.74
31	0	1,000,000	266.87
32	0	1,000,000	275.29
33	0	1,000,000	283.99
34	0	1,000,000	292.98
35	0	1,000,000	302.28
36	0	1,000,000	311.89
37	0	1,000,000	321.83
38	0	1,000,000	332.11
39	0	1,000,000	342.73
40	0	1,000,000	353.71
41	0	1,000,000	365.07
42	0	1,000,000	376.81
43	0	1,000,000	388.95
44	0	1,000,000	401.50

* INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES
IN BASIC LIFE COVERAGE [GUARANTEED ISSUE]
CONTINUED

INSURED:

[LELAND STANFORD]

FOR EACH SCHEDULED INCREASE IN BASIC
LIFE COVERAGE FIRST EFFECTIVE IN THE
POLICY YEAR SHOWN

TOTALS FOR ALL SCHEDULED INCREASES IN
BASIC LIFE COVERAGE THAT HAVE BECOME
EFFECTIVE BY THE POLICY YEAR SHOWN

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
45	\$0	\$1,000,000	\$414.47
46	0	1,000,000	427.88
47	0	1,000,000	441.74
48	0	1,000,000	456.07
49	0	1,000,000	470.90
50	0	1,000,000	486.23
51	0	1,000,000	502.07
52	0	1,000,000	518.44
53	0	1,000,000	535.37
54	0	1,000,000	552.88
55	0	1,000,000	570.98
56	0	1,000,000	589.69
57	0	1,000,000	609.04
58	0	1,000,000	629.04
59	0	1,000,000	649.71
60	0	1,000,000	671.09
61	0	1,000,000	693.19
62	0	1,000,000	716.05
63	0	1,000,000	739.68
64	0	1,000,000	764.10
65	0	1,000,000	789.35
66	0	1,000,000	815.46
67	0	1,000,000	842.45
68	0	1,000,000	870.36
69	0	1,000,000	899.22
70	0	1,000,000	929.05
71	0	1,000,000	959.89
72	0	1,000,000	991.77
73	0	1,000,000	1024.73
74	0	1,000,000	1058.81
75	0	1,000,000	1094.05
76	0	1,000,000	1130.48
77	0	1,000,000	1168.15
78	0	1,000,000	1207.09
79	0	1,000,000	1247.35
80	0	1,000,000	1288.97
81	0	1,000,000	1332.01
82	0	1,000,000	1376.50
83	0	1,000,000	1422.50
84	0	1,000,000	1470.06
85	0	1,000,000	1519.22
86	0	1,000,000	1570.05
87+	0	1,000,000	0]

* INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE-2 RIDER [GUARANTEED ISSUE]

INSURED:

[LELAND STANFORD]

POLICY YEAR	COVERAGE CHARGE
[1	0.00
2	18.21
3	27.32
4	27.32
5	27.32
6	27.32
7	27.32
8	27.32
9	27.32
10	27.32
11	27.32
12	27.32
13	27.32
14	27.32
15	27.32
16	27.32
17	27.32
18	27.32
19	27.32
20	27.32
21	28.14
22	28.99
23	29.86
24	30.75
25	31.67
26	32.63
27	33.61
28	34.61
29	35.65
30	36.72
31	37.83
32	38.96
33	40.13
34	41.34
35	42.58
36	43.86
37	45.17
38	46.53
39	47.93
40	49.37
41	50.85
42	52.37
43	53.95
44	55.57

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
 FOR SVER TERM INSURANCE-2 RIDER [GUARANTEED ISSUE]
 CONTINUED

INSURED: [LELAND STANFORD]

POLICY YEAR	COVERAGE CHARGE
45	\$57.23
46	58.95
47	60.72
48	62.55
49	64.42
50	66.36
51	68.35
52	70.40
53	72.52
54	74.69
55	76.94
56	79.25
57	81.63
58	84.08
59	86.60
60	89.20
61	91.88
62	94.64
63	97.48
64	100.41
65	103.42
66	106.53
67	109.73
68	113.02
69	116.42
70	119.91
71	123.51
72	127.22
73	131.04
74	134.97
75	139.03
76	143.20
77	147.50
78	151.93
79	156.49
80	161.19
81	166.03
82	171.02
83	176.15
84	181.44
85	186.89
86	192.50
87+	0]

POLICY SPECIFICATIONS

[1 YEAR INDEXED ACCOUNT]

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 1.00%

Cumulative Segment Guaranteed Interest Rate: 1.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Monthly Indexed Account Charge Rate: 0.025%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. The Participation Rate and Growth Cap used in determining the credited rate from the index are not guaranteed and can be changed by us for future segments, subject to the guarantees in the policy, and any such changes can affect the return. Also, see Indexed Fixed Account Options.

Index – The Index is the S&P 500® index, excluding dividends. If the S&P 500® index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[(a \times b) - d]$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report or other written notice.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report or other written notice.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Product – Refers to the product provided by this policy.

POLICY SPECIFICATIONS

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DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Accounts – consist of the Fixed Account (see Accumulated Value), the Variable Account (see Investment Options), the Loan Account (see Loan Account), and the Indexed Account (see Indexed Account), each of which may be referred to as an Account.

Account Deductions – will reduce the Accumulated Value under the policy (see Accumulated Value). An Account Deduction is any of the following:

1. Monthly Deductions under the policy;
2. Any withdrawal from the policy, including the withdrawal fee;
3. Standard Policy Loans;
4. Any distribution in order to maintain tax qualification under Code Section 7702 or to maintain the policy as a non-MEC under Code Section 7702A (see Modified Endowment Contract Tax Status);
5. Payments, charges and fees under certain riders, if any; and
6. Any charge, fee, or distribution that reduces the policy's Accumulated Value.

Accumulated Value – The Accumulated Value is defined on each Valuation Day and equals the sum of:

- The Fixed Accumulated Value;
- The Variable Accumulated Value;
- The Indexed Accumulated Value; and
- The Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Application – consists of the application for this policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments, and endorsements, and any application for reinstatement or increase in benefits.

Basic Life Coverage – is insurance coverage on the Insured provided by this policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Basic Face Amount – is the sum of the Face Amounts of all Basic Life Coverage Layers on the Insured. The Face Amount of the initial Basic Life Coverage is shown in the Policy Specifications.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining Policy Charges, and interest credited to the Fixed Options, features of the Indexed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Basic and Total Face Amount, Coverage Layer, Policy Date, policy duration, premiums paid, the Insured's Age and Risk Class, requested or scheduled additions of Coverage Layers, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a Basic Life Coverage Layer or a layer of insurance coverage on the Insured under an optional rider.

Coverage Layer Date – is the date that a particular Coverage Layer is effective. Coverage Layer months, years and anniversaries are measured from this date. The Coverage Layer Date for the initial Coverage Layer is the Policy Date as shown in the Policy Specifications.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of insurance coverage for each Coverage Layer as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. The Face Amount is subject to increase or decrease as provided elsewhere in this policy.

Fixed Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed LT Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed Options – an Investment Option consisting of one or more Fixed Accounts available under this policy, and are part of our General Account. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Net Premiums and Accumulated Value under this policy may be allocated to one or more Fixed Accounts.

Free Look Transfer Date – the day we transfer Accumulated Value from the Cash Management Variable Account to the Investment Options you choose. The cover of your policy describes the Free Look Right provided by your policy. If your policy provides for a full refund of premium upon exercise of the Free Look Right, then the Free Look Transfer Date will not occur until 15 days after the policy is placed In Force. If your policy provides for a return of value as described on the cover, transfers will be processed according to the most recent premium allocation instructions we have received from you, without a 15 day waiting period.

General Account – consist of all of our assets other than those allocated to the Separate Accounts or to any of our other segregated asset accounts.

Indexed Account – is an account that is part of our General Account. We credit interest on the Indexed Account, in part, based on any positive change in an Index.

Indexed Fixed Account Options – an Investment Option consisting of one or more Indexed Accounts available under this policy, and is part of the General Account. The Indexed Accounts available as of the Policy Date are shown in the Policy Specifications.

In Force – means a policy is in effect and provides a Death Benefit on the Insured.

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Options, the Fixed Options, the Indexed Fixed Account Options, and any additional investment options that we may add.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day each month as the Policy Date and is the date on which certain Policy Charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less any Policy Debt.

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is shown on the Cover Page and means the date the policy and associated riders become effective. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and any accrued Loan Interest Charge.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining Policy Charges and is determined by us during the underwriting process for each Coverage Layer. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured for the initial Coverage Layer is shown in the Policy Specifications. The Risk Class of the Insured for any additional Coverage Layer will be shown in a Supplemental Schedule of Coverage sent to you at that time. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

Supplemental Schedule of Coverage – is the written notice we will provide you reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any riders providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications or subsequent Supplemental Schedule of Coverage.

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a Separate Account of ours or a subaccount of a Separate Account of ours in which assets are segregated from assets in our General Account and our other Separate Accounts. Net Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

Variable Investment Option – a Variable Account.

Variable Options – an Investment Option consisting of one or more Variable Accounts available under this policy, and are part of the Separate Account.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- Surrender, as described in the Surrender and Withdrawal of Values provision;
- Lapse, as described in the Policy Lapse and Reinstatement section; or
- The death of the Insured.

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Total Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Insured while this policy is In Force. This section describes how the Death Benefit is calculated. The Death Benefit is the larger of:

- The Death Benefit calculated under the Death Benefit Option in effect; or
- The Minimum Death Benefit specified below, according to the Death Benefit Qualification Test that applies to your policy.

The Death Benefit as calculated above is subject to any increase required by the Minimum Death Benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Minimum Death Benefit – The Minimum Death Benefit will be determined based on the Death Benefit Qualification Test for the policy and at any time will be no less than the minimum amount we determine to be required for this policy to qualify as a life insurance contract under the Code.

Death Benefit Options – You elected the initial Death Benefit Option in the Application. The initial Death Benefit Option appears in the Policy Specifications. Some changes in Death Benefit Option are allowed (see Change of Death Benefit Option). The Death Benefit according to each of the Death Benefit Options is explained below.

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value, provided that such result is limited to the amount shown in the Policy Specifications as the "Option C Death Benefit Limit". Under this option, the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a Minimum Death Benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the Application, the Death Benefit Qualification Test that is specified for this policy is the Guideline Premium Test. The Death Benefit Qualification Test that this policy is designed to satisfy appears in the Policy Specifications. You may not change your policy's specified Death Benefit Qualification Test without our written consent. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit will be no less than the greater of the minimum amount we determine to be required under the Code or 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit will be no less than the Accumulated Value multiplied by the Death Benefit Percentage for the Age of the Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C from either Option A or B are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Insured dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period. We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured’s death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information.
- Proof of the claimant’s legal interest in the proceeds.
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Standard Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Basic Face Amount Increase – You may submit an Application to increase the Basic Face Amount by adding a new Coverage Layer. Your Application must include Evidence of Insurability and is subject to our approval. The effective date of the increased Basic Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. Certain riders may restrict your ability to request unscheduled increases in Coverage Layers. We reserve the right to limit Basic Face Amount increases to one per policy year.

Scheduled Increases in Basic Face Amount – There may be scheduled increases in Basic Life Coverage Face Amount, and if so, they will be shown in the Policy Specifications. Each such increase is referred to as a “Scheduled Increase” and comprises a new Coverage Layer when it goes into effect.

There is a Cost of Insurance Charge associated with each such Scheduled Increase that has gone into effect and continues to be in effect. Such Cost of Insurance Charge is part of the Monthly Deduction for the policy and is calculated the same as that for other Coverage Layers, subject to maximum Cost of Insurance Rates that are the same as those applicable to the initial Coverage Layer. The monthly Cost of Insurance Rates are shown in the Policy Specifications.

There is a Coverage Charge associated with each Scheduled Increase that has gone into effect. Such Coverage Charge is also part of the Monthly Deduction for the policy. The Total Coverage Charge for all Scheduled Increases in Basic Life Coverage are shown in the Policy Specifications. The Coverage Charge for each Scheduled Increase in Basic Life Coverage that has gone into effect does not decrease or terminate even if the associated Coverage Layer is decreased or terminated. However, if any Scheduled Increase in Basic Life Coverage does not go into effect as scheduled, the Coverage Charge for the Scheduled Increase will not go into effect, and we will send you a Supplemental Schedule of Coverage to reflect the change.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase; and
- If the Guideline Premium Test is used, the policy’s new Guideline Premiums.

Other Face Amount Increases – An increase in the Total Face Amount may arise when you request a change in Death Benefit Options. In this case, we will increase the Face Amount of the most recently issued Coverage Layer. If there are rider and Basic Life Coverage Layers with the same Coverage Layer Date, we will increase the rider Face Amount first. Certain riders may restrict your ability to request unscheduled increases in Coverage Layers.

Face Amount Decrease – You may request a decrease in the Total Face Amount of the policy by providing a Written Request. A decrease in Total Face Amount is subject to these limits:

- Only one requested decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The Basic Face Amount remaining after a decrease must be at least \$10,000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we approved your Written Request.

Unless and until you specify otherwise by Written Request, any request for a decrease in Total Face Amount will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code. We recommend you consult your tax advisor before requesting a decrease in Total Face Amount of Coverage Layers as described below. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease.

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if specified for your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, in accordance with the Tax Qualification as Life Insurance section of this policy. Such request will not be allowed to the extent we determine that any resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Processing of Face Amount Decreases – Any reduction in the Total Face Amount, whether by Written Request or due to a withdrawal or change in Death Benefit Option, will affect the Total Face Amount by reducing the Face Amount of Coverage Layers as described below.

Coverage Layers are reduced or eliminated based on Coverage Layer Date, in order from the latest to the earliest. If more than one Coverage Layer has the same Coverage Layer Date, we will first reduce or eliminate the Face Amount of any rider Coverage Layer, and then the Face Amount of any Basic Life Coverage Layer.

Face Amount Decreases that are a result of a Death Benefit Option Change or Death Benefit acceleration may result in a Basic Face Amount below \$10,000.

Policy Change Limit – We reserve the right to require Evidence of Insurability for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is inconsistent with our underwriting rules, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test or the Cash Value Accumulation Test, whichever is specified for your policy, any change in policy or rider benefits or certain other factors may require an adjustment to the policy's tax qualification limits.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to your registered representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to your registered representative or otherwise, to be "received" when it is delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless it has been received by us. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Load – The Premium Load is equal to the premium paid multiplied by the applicable Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rates shown in the Policy Specifications, and is based on what portion of any premium payment is being used to satisfy the Premium Load Threshold.

Premium Load Threshold – The Premium Load Threshold is an amount used to determine the applicable Premium Load Rate. The amount is based on the Face Amount of the Coverage Layer as of its effective date. The initial Premium Load Threshold for your policy is shown in the Policy Specifications.

Changes in Premium Load Threshold – The Premium Load Threshold may change for Face Amount increases and will be applicable for premiums received on or after the effective date of the increase. The new Premium Load Threshold will equal any portion of the existing Premium Load Threshold that has not been paid as of the increase effective date, plus the Premium Load Threshold for the new Face Amount. We will send you a Supplemental Schedule of Coverage which will provide the amount of the new Premium Load Threshold. If there is a reduction in any Coverage Layer, the Premium Load Threshold will not decrease.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force will be allocated to the Cash Management Variable Account, or a successor account identified by us for such purpose. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value will be transferred according to the most recent premium allocation instructions we have received from you. If your policy provides for a full refund of premium upon exercise of the Free Look Right, then transfer to the Investment Options will occur on the Free Look Transfer Date. After the initial transfer to the Investment Options, any Net Premium we receive will be allocated to the Investment Options according to the most recent premium allocation instructions we have received from you, and per the terms of this policy.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment, unless it is necessary to keep the policy In Force.

Guideline Premium Limit – This subsection applies only if the Guideline Premium Test is the Death Benefit Qualification Test specified in the Policy Specifications. In order for this policy to qualify as a life insurance contract under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as specified in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium; or
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the Insured's Age 100.

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance, whether scheduled or otherwise, or certain other policy benefits or factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits beyond which this policy would fail to qualify as a life insurance contract under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. To the extent that a premium payment would exceed such limits, we will refund the excess payment to you in accordance with the Tax Qualification as Life Insurance section of this policy, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we reserve the right to make distributions from the policy to the extent we deem necessary to continue to classify this policy as a life insurance contract under the Code, in accordance with the Tax Qualification as Life Insurance section of this policy.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status section of this policy.

The 7-Pay Premium may change whenever there is a change in the Total Face Amount of insurance or in other certain policy benefits or factors. The 7-Pay Premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay Premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we

will refund the excess payment to you, in accordance with the Modified Endowment Contract Tax Status section of this policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

INVESTMENT OPTIONS

Investment Options – consist of the Fixed Options, the Variable Options, and the Indexed Fixed Account Options. We reserve the right to add additional Investment Options or to terminate one or more of the Investment Options at any time.

Fixed Options – The Fixed Options are comprised of one or more Fixed Accounts. We reserve the right to add additional Fixed Accounts or to terminate or suspend one or more of the Fixed Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Fixed Account, we will transfer the assets held in that Fixed Account to another Fixed Account that we will identify in the notification.

Variable Options – The Variable Options are comprised of one or more Variable Accounts. We reserve the right to add additional Variable Accounts or to terminate one or more of the Variable Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Variable Account, we will transfer the assets held in that Variable Account to another Investment Option that we will identify in our notification.

Indexed Fixed Account Options – The Index Fixed Account Options are comprised of one or more Indexed Accounts. We reserve the right to add additional Indexed Accounts or to terminate one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. At Segment Maturity, any Segment Maturity Value allocated to the terminated Indexed Account will be reallocated to another Investment Option that we will identify in our notice to you.

ACCUMULATED VALUE

Accumulated Value – The Accumulated Value is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value;
- The Variable Accumulated Value;
- The Indexed Accumulated Value; and
- The Loan Account Value.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Account. On the Policy Date, the value of the policy's allocations to each Fixed Account is equal to any Net Premium allocated to each Fixed Account less any allocation of the initial Monthly Deduction to those Fixed Accounts.

After the Policy Date, we calculate the Accumulated Value in each Fixed Account as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for each Fixed Account shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Account may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year.

The Accumulated Value for each Fixed Account on any Valuation Day is the following, including interest on each:

- The Accumulated Value for each Fixed Account on the prior Monthly Payment Date;

- Plus the amount of any Net Premium received and allocated to the Fixed Account, since the prior Monthly Payment Date;
- Plus the amount of any transfer to each Fixed Account, including transfers from the Loan Account, or Indexed Accounts, since the prior Monthly Payment Date;
- Minus any Account Deductions from each Fixed Account since the prior Monthly Payment Date; and
- Minus the transfers from each Fixed Account, including transfers to the Loan Account or Indexed Accounts, since the prior Monthly Payment Date.

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account; and
- Transfers to the Variable Account, including transfers from the Loan Account.

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account; and
- Account Deductions from the Variable Account.

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

Net Asset Value – is the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Indexed Accumulated Value – The Indexed Accumulated Value is the sum of the Segment Values for all Segments in each Indexed Account.

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest Credit.

Processing of Account Deductions – Any Account Deductions will reduce the Investment Options under the policy. Any such deduction is taken proportionately from the Fixed Accumulated Value and the Variable Accumulated Value. Any deduction in excess of the Fixed Accumulated Value and Variable Accumulated Value will be deducted from the Segments of the Indexed Accumulated Value (see Segment Deductions).

INDEXED FIXED ACCOUNT OPTIONS

Indexed Accounts – You may allocate all or a portion of your policy's Accumulated Value to one or more Indexed Accounts, for which values will vary over time based, in part, on the change in value of an external index ("Index"). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published. In calculating the change in value of the Index, we use the Closing Value of the Index.

Substitution of Indexes – We reserve the right for any particular Indexed Account to substitute one or more Indexes for any reason, including if an Index is discontinued or no longer published. In such case, we will notify you prior to the change at your last known address.

Segments – Your policy's value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy's Accumulated Value. This is a summary of how Segments work:

- Segment Creation – A new Segment is created when there is an allocation to an Indexed Account. The Segment will continue until the end of the Segment Term.
- Segment Value Change – Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.
- Segment Deductions – Over the Segment Term, money may be transferred out of the Segments for Account Deductions.
- Segment Indexed Interest – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- Segment Maturity – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

Segment Creation – A new Segment is created when there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or Segment Date. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect as of the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Segment Start Dates – Segment Start Dates are the dates as of which transfers into the Indexed Account may occur. The Segment Start Dates are shown in the Policy Specifications. For Policies that have a Free Look Transfer Date (see the Definitions section to find out if your policy has a Free Look Transfer Date), the first transfer to an Indexed Account will occur on the first Segment Start Date following the Free Look Transfer Date. We reserve the right to change the Segment Start Dates and to limit transfers into the Indexed Account, but transfers may occur not less frequently than once per calendar quarter. If we change the Segment Start Dates, you will be notified in the Annual Report or other written notice.

Payment and Reallocation to the Indexed Accounts – Transfers to the Indexed Accounts will be based on your latest instructions on file with us. The following explains the payment and reallocation instructions for transfers to an Indexed Account:

- **Payment Instructions** - These are your instructions to us, in which you designate a portion of each Net Premium or loan repayment ("Designated Amount") to be transferred to an Indexed Account. The Designated Amount will first be deposited in the Fixed Account. Then, on the next Segment Start Date, the Designated Amount, or if less, the Fixed Account balance will be transferred from the Fixed Account to the Indexed Account. If you have given us no instructions or if your policy is in a Lockout Period (see Lockout Period), then no allocation to the Indexed Account will occur.
- **Reallocation Instructions** - At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Maturity Value can be reallocated to the Fixed Account or an Indexed Account. If you have given us no instructions for such Segment Maturity Value, the value will be reallocated to the same Indexed Account to create a new Segment in the Indexed Account. If Segment Maturity Value is transferred to the Fixed Account, subsequent transfers from the Fixed Account to other Investment Options may be done according to the Transfers provisions of the policy.

Allocations to the Indexed Fixed Account Options – You may, by Written Request, designate an amount to be transferred from the Fixed Account to an Indexed Account. If you want to transfer money from other Investment Options into the Indexed Accounts, you must first transfer money from those Investment Options to the Fixed Account according to the Transfer provisions in this policy, and then transfer from the Fixed Account to the Indexed Accounts as described in this paragraph. The amount you designate for transfer, or if less, the Fixed Account balance, will then be transferred to the Indexed Account on the next Segment Start Date.

Allocations from the Indexed Fixed Account Options – You may not transfer value out of an Indexed Account to any other Investment Option before the end of the Segment Term.

Cut-Off Date – For Indexed Fixed Account Option allocations to be effective on a given Segment Start Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Segment Start Date:

- Any instructions for transfers to the Indexed Accounts; or
- Any premium payment or loan repayment intended to result in a transfer to an Indexed Account.

Order of Processing Transfers – Any reallocation of Segment Maturity Value from the Indexed Accounts to the Fixed Account will occur before any other transfer.

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Segment Start Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see Segment Indexed Interest).

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- The Segment Value as of the prior day;
- Plus the Segment Guaranteed Interest since the prior day;
- Minus any Segment Deductions since the prior day;
- Plus, at Segment Maturity only, any Segment Indexed Interest credited.

Segment Guaranteed Interest – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest.

Segment Deductions – If there is no Fixed Accumulated Value and Variable Accumulated Value, then Account Deductions are taken from the Indexed Accumulated Value. Among Indexed Accounts, deductions are taken from the Indexed Accounts in order, according to the length of the Segment Term, from shortest to longest. If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation. Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. Reallocation of Segment Maturity Value to an Indexed Account is allowed during the Lockout Period. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

Systematic Distribution Program – is a program of periodic distribution of policy values that we designate as a Systematic Distribution Program. We reserve the right to discontinue such a program at any time. The program includes periodic distribution to you of a portion of the policy's Accumulated Value through policy loans and withdrawals while the Insured is alive and the policy is In Force. Contact the Company for details of how this program works.

Segment Indexed Interest – At Segment Maturity, the Segment Indexed Interest is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the Segment Maturity Value. At Segment Maturity the maturing Segment ends and the Segment Maturity Value will be reallocated to the Fixed and Indexed Accounts according to your reallocation instructions on file with us. If you have not given us any such instructions, the Segment Maturity Value will be reallocated to a new Segment in the same Indexed Account. However, if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account.

TRANSFERS BETWEEN FIXED OPTIONS AND VARIABLE OPTIONS

Transfers – After your initial Net Premium has been allocated according to your instructions you may, upon Written Request, transfer your Fixed and Variable Accumulated Value, or a part of it, among the Fixed Options and Variable Options as provided in this section. No transfer may be made if the policy is in a Grace Period and the required premium has not been paid. Contact us to find out what restrictions are in effect at any time on transfers described in this section.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500;
- To limit the frequency of transfers, however at least one transfer per quarter will be allowed;
- To require that the remaining balance in any account as a result of a transfer be at least \$500;
- To assess a charge of \$25 for each transfer exceeding 12 per policy year;

- To impose further restrictions to limit transfers between certain Investment Options, including, but not limited to, the dollar amount, the number of transfers made during a defined period, and the method used to submit transfers;
- To otherwise waive or reduce the restrictions on transfers described in this section; and
- To terminate transfer privileges at any time.

Transfers from the Variable Options to the Fixed Account – You may transfer Accumulated Value from the Variable Options to the Fixed Options subject to limitations on allocations to the Fixed Options.

Transfers from the Variable Options to the Fixed LT Account – You may make one transfer from the Variable Options to the Fixed LT Account during any twelve-month period, subject to limitations on allocations to the Fixed Options.

Transfers from the Fixed Account to the Variable Options or Fixed LT Account – You may make one transfer from the Fixed Account during any twelve-month period. You may transfer to the Variable Options or Fixed LT Account, or both. You may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account. You may transfer to the Variable Options the greater of:

1. \$5,000; or
2. 25% of the Accumulated Value in the Fixed Account; or
3. The total amount transferred in the prior policy year from the Fixed Account to the Variable Options.

Transfers from the Fixed LT Account to the Variable Options or Fixed Account – You may make one transfer from the Fixed LT Account to the Variable Options or Fixed Account during any twelve-month period. Such transfer is limited to the greatest of the following:

1. \$5,000; or
2. 10% of the Accumulated Value in the Fixed LT Account; or
3. The total amount transferred in the prior policy year from the Fixed LT Account to either the Fixed Account or the Variable Options.

Allocations to the Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, to \$1,000,000.

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- The Cost of Insurance Charge;
- The Administrative Charge;
- The Coverage Charge;
- The Indexed Fixed Account Option Charge; and
- Rider or benefit charges, if any.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class. We may profit from such charges, and may use those profits for any lawful purpose, such as the payment of distribution and administrative expenses. The Monthly Deduction is deducted from the policy's Investment Options. Unless you provide otherwise, the Monthly Deduction will be processed as

an Account Deduction. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

(1) is the Monthly Cost of Insurance Rates per Coverage Layer divided by 1000 as shown in the Policy Specifications; and

(2) is the Death Benefit divided by the Net Amount at Risk Factor as shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to Total Face Amount; otherwise the Net Amount at Risk is allocated fully to the initial Coverage Layer.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer(s) are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for each Coverage Layer. The Coverage Charge for the initial Coverage Layer will not exceed the Basic Life Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Basic Life Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not change even if the Face Amount of the associated Coverage Layer is increased or decreased.

Indexed Fixed Account Option Charge – The Index Fixed Account Option Charge is the sum of the charge for each Indexed Account, which is equal to the Monthly Indexed Account Charge Rate for that Indexed Account, as shown on the Policy Specifications, multiplied by the value of that Indexed Account as of the Monthly Payment Date. The Indexed Fixed Account Option Charge is part of the Monthly Deduction assessed against the policy's Accumulated Value.

Tax Related Charges – In addition to the charges described in this policy, we reserve the right to make a charge for federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

POLICY LAPSE AND REINSTATEMENT

Grace Period – We will use the policy's Accumulated Value, reduced by Policy Debt, to determine if the policy will lapse. If that amount is not sufficient to provide for the policy's Monthly Deductions, the policy will enter the Grace Period. A Grace Period of 61 days will be allowed for the payment of sufficient loan repayment or premium to keep your policy In Force. The Grace Period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the Grace Period, we will provide a Grace Notice to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Any premium payments sent to us by U.S. mail and postmarked within the Grace Period will be accepted. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period.

Notification of Termination for Non-Payment – Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any

assignee of record, and any additional person designated to receive notice of lapse or termination (Grace Notice). The notice will be provided to each person at their last known addresses by first class United States mail, postage prepaid, and will state the due date and the amount of loan repayment or premium required for your policy to remain In Force. A minimum of the monthly charges not deducted plus three times the Monthly Deduction due when the insufficiency occurred, plus any applicable Premium Load, must be paid.

Lapse – If sufficient loan repayment or premium is not paid by the end of the Grace Period, a lapse will occur. If the Insured dies during the Grace Period, the Death Benefit will be equal to the Death Benefit as of the beginning of the Grace Period reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- A written Application;
- Evidence of Insurability;
- Sufficient premium, after reduction by any Premium Load, to cover all Monthly Deductions and policy Loan Interest Charges due and unpaid during the Grace Period; and
- Sufficient premium, after reduction by any Premium Load, to keep the policy In Force for three months after the date of reinstatement; and
- Sufficient premium to cover any negative Accumulated Value if there was a policy loan or other outstanding Policy Debt at the time of lapse.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement Application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- The Policy Charges (other than Cost of Insurance Charges) for all Coverage Layers under this policy will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, upon reinstatement we will eliminate the loan by deducting any Policy Debt from the Accumulated Value. Any negative Accumulated Value will be due in addition to sufficient premium at time of reinstatement.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received at our Administrative Office. The policy cannot be surrendered during the Grace Period.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Withdrawals – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200;
- The Net Cash Surrender Value remaining after a withdrawal must be at least \$500; and
- We reserve the right to disallow any withdrawal that would result in a Basic Face Amount of less than \$10,000 after the withdrawal.

Withdrawals will be deducted from the Accumulated Value. When you take a Withdrawal, the amount of the withdrawal and any withdrawal fee is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction will be deducted from the Accumulated Value as an Account Deduction.

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test specified for your policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
 - iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount. The withdrawal will reduce the Accumulated Value, which has the effect of reducing the Death Benefit that would be payable (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Insured dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal, if allowed under the provision, will be processed and paid to the owner, or the owner's estate before the Death Benefit Proceeds are determined and paid to the beneficiary.

TIMING OF PAYMENTS AND TRANSFERS

Variable Options – With respect to allocations made to the Variable Options, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the

Valuation Day on or next following the day on which we receive your instructions. For any portion of Death Benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings;
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC);
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities; or
- The SEC by order permits postponement for the protection of policy owners.

Other Allocations – With respect to allocations to accounts other than those made to the Variable Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

With respect to transfers, we will disclose in written notice to you, the effective date of the transfer, the reason for the delay, and the value of the transfer as of the date we received your transfer request.

Deferral – If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000

female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

STANDARD POLICY LOANS

Standard Policy Loans – You may obtain policy loans by Written Request after the Free Look Transfer Date (see the Definitions section of your policy to find out if it has a Free Look Transfer Date), on the sole security of the Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Account – When a policy loan is taken, an amount equal to the loan will be deducted from the Accumulated Value as an Account Deduction.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- Three times the most recent Monthly Deduction; and
- Any existing Policy Debt.

Loan Repayment – You may make loan repayments at any time prior to lapse of this policy.

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using a maximum annual interest rate of 2.25%. We may use a lower Loan Interest Charge rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy terminates before a policy anniversary, the Loan Interest Charge will be due at such time.

Loan Interest Credit – Loan Interest Credit is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Account Interest rate, which is an annual interest rate not less than 2.00%. The corresponding daily interest rate is equal to the annual rate divided by 365.

Policy Debt – The Policy Debt is the amount necessary to repay the policy loan in full and is equal to the Loan Account plus any accrued Loan Interest Charge. The Policy Debt reduces any amount otherwise payable under the policy.

Loan Processing on Policy Anniversary – On each policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Account Value so that they are equal to each other. To do this, we calculate the difference between the Policy Debt and the Loan Account Value. If the Policy Debt is greater than the Loan Account Value, which is generally the case when the policy Loan Interest Charge has not been paid, a new loan will be taken for the excess and will be added to the Loan Account. If the Loan Account Value is greater than the Policy Debt, which is generally the case when the policy Loan Interest Charge has been paid, the excess will be transferred according to your most recent premium allocation instructions.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our General Account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your Application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies;
- Add, remove or combine Variable Accounts;
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account;
- Register or deregister any Variable Account under the Investment Company Act of 1940;
- Change the classification of any Variable Account;
- Operate any Variable Account as a managed investment company or as a unit investment trust;
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates;
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates;
- Run any Variable Account under the direction of a committee, board, or other group;
- Restrict or eliminate any voting rights of policy owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account;
- Change the allocations permitted under the policy;
- Terminate and liquidate any Variable Account; and
- Make any other change needed to comply with law.

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request while the policy is In Force. Beneficiary Change Request forms are available from us. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro-rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Applications for reinstatement, all subsequent Applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application, or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change, or, when permitted by applicable state law, where the change was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value

will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. After the changed policy has been In Force for two years during the Insured's lifetime, we will not contest any such change except for failure to pay required premiums or if the change was procured by fraud.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals.

If the Insured dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

1. Any such increase in Total Face Amount will be excluded;
2. Refund of the portion of Monthly Deductions associated with any such increase will be included; and
3. Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the Application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If the Insured's sex or birth date is misstated in the Application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the Insured is alive and the policy has not been surrendered and lapse has not occurred.

Monthly Deduction End Date – Provided the policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease;
- Premiums will not be accepted, except amounts required to keep the policy In Force;
- Loans will be allowed;
- Loan repayments will be permitted;
- Loan Interest Charges and Loan Interest Credits will continue to accrue; and
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at least equal to the Minimum Guaranteed Interest Rate for Fixed Options shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually. This report will show:

- The beginning and end dates of the reporting period;
- The Accumulated Value at the beginning and end of the reporting period;
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- The Death Benefit at the end of the reporting period on each life covered by the policy;

- The Net Cash Surrender Value at the end of the reporting period;
- Any Policy Debt outstanding at the end of the reporting period;
- A notice if the Net Cash Surrender Value will not be sufficient to keep the policy In Force until the end of the next reporting period, unless further premium payments are made; and
- Any other information required by law.

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities law.

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Juvenile Insured – This provision only applies if the Insured was under Age 18 on the Policy Date. Beginning when the Insured attains Age 18, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 18. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 18, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability. In order for such improved Risk Class to take effect at Age 18, you must make the Written Request prior to Age 18. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications or the rate required by your State and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case male rates are used.

Cash values available under the policy are not less than the minimum values and benefits required by or pursuant to the NAIC Variable Life Insurance Regulation, model #270 using Actuarial Guideline XXIV.

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

Tax Qualification as Life Insurance – This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published final guidance on the tax treatment of life**

insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.

We will not accept a premium payment that would cause the policy to fail to qualify as a life insurance contract for federal tax purposes. If at any time the premiums paid under the policy exceed the amount allowable for such tax qualification, the excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustments in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including such interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable tax limits on premiums or cash values for the policy to maintain such tax qualification. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, exceed any such reduced limits, as determined under federal tax law, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that we determine that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract ("MEC") classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy.

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. If and while the provisions of this subsection apply to your policy, at no time shall the amount of death benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary (e.g., to the end of any MEC 7-year test period) so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced

to reflect any increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Additional Services – While this policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, a Supplemental Schedule of Coverage will be mailed to your last known address.

Compliance – We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change.

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PACIFIC LIFE

Pacific Life Insurance Company • [45 Enterprise, Aliso Viejo, CA 92656]

INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Net Cash Surrender Value Payable Upon Surrender
- Benefits May Vary Based On Investment Experience
- Adjustable Face Amount
- Non-Participating



Pacific Life Insurance Company • [45 Enterprise, Aliso Viejo, CA 92656
www.PacificLife.com (800) 347-7787]

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy according to its provisions. The consideration for this policy is the Application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

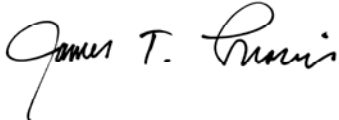
Variable Account values and cash values are not guaranteed, and may increase or decrease depending upon Variable Account investment experience.


While policy values may be affected by an external index, the Indexed Fixed Account Options do not directly participate in any stock or equity investment.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may be fixed or variable depending on the Death Benefit Option elected and the investment experience of the Variable Accounts. Please reference the Index located at the end of this contract to determine the page on which the Death Benefit is described.

Premiums are flexible, subject to minimums required to keep the policy In Force. Even if Planned Premiums are paid, it is possible that, due to changes in interest credited, the investment performance of the Variable Accounts and Policy Charges, the policy may not continue In Force; that is, it may lapse before any death benefit is payable on the death of the Insured. The initial interest rate for the Fixed Account is guaranteed for the first policy year. Additionally, loans, withdrawals, and Death Benefit Option changes can affect the length of time the policy stays In Force.

Signed for Pacific Life Insurance Company,


Chairman and Chief Executive Officer


Secretary

INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

INSURED:	[LELAND STANFORD]		
SEX AND AGE:	[MALE 35]		
RISK CLASS:	[STANDARD NONSMOKER]		
POLICY NUMBER:	[VF99999990]	TOTAL FACE AMOUNT	[\$125,000]
POLICY DATE:	[November 1, 2012]	OWNER:	[LELAND STANFORD]

Free Look Right – You may return this policy within [10] days after you receive it. To do so, deliver it or mail it to us or to the registered representative who delivered it to you. This policy will then be deemed void from the beginning and we will refund any Premium Load deducted from the premiums, plus any Net Premiums allocated to available Fixed Options, plus the Accumulated Value allocated to the Variable Options and the Index Fixed Account Options, plus any monthly charges and fees deducted from the policy's Accumulated Value in the Variable Options.

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POLICY SPECIFICATIONS

BASE POLICY: INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE
PREMIUMS: PLANNED [ANNUAL] PREMIUM = [\$2,747.25]
7-PAY PREMIUM = [\$4,197.83]

DEATH BENEFIT QUALIFICATION TEST: [CASH VALUE ACCUMULATION TEST]

DEATH BENEFIT OPTION: [A]

MINIMUM GUARANTEED INTEREST RATE FOR FIXED OPTIONS: 2.00% ANNUALLY. ANY
EXCESS INTEREST DECLARED BY US WILL BE GUARANTEED FOR ONE YEAR.

NET AMOUNT AT RISK FACTOR: 1.0016516

MONTHLY DEDUCTION END DATE: POLICY ANNIVERSARY WHEN THE INSURED ATTAINS AGE 121

MAXIMUM PREMIUM LOAD RATE: 6.55%

ADMINISTRATIVE CHARGE PER MONTH: \$[7.50]

INDEXED ACCOUNT SEGMENT START DATES: THE 15TH DAY OF EACH CALENDAR MONTH
(SEE INDEXED FIXED ACCOUNT OPTIONS SECTION FOR ADDITIONAL INFORMATION)

[STATE DEPARTMENT OF INSURANCE: (XXX) XXX-XXXX]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

P12VUL BASIC LIFE COVERAGE [GUARANTEED ISSUE]

FACE AMOUNT:	[\$25,000]
INSURED:	[LELAND STANFORD]
SEX AND AGE:	[MALE 35]
RISK CLASS:	[STANDARD NONSMOKER]

[R12SVC SVER TERM INSURANCE RIDER-CORPORATE] [GUARANTEED ISSUE]

FACE AMOUNT:	[\$100,000]
INSURED:	[LELAND STANFORD]
SEX AND AGE:	[MALE 35]
RISK CLASS:	[STANDARD NONSMOKER]

[R12SNL SHORT-TERM NO-LAPSE GUARANTEE RIDER]

GUARANTEE PERIOD = [20 YEARS]
 ANNUAL NO-LAPSE GUARANTEE PREMIUM = \$[1,262.17]

MONTHLY FACTOR FOR ACCUMULATION OF THE NO-LAPSE CREDIT IF
 THE NO-LAPSE CREDIT IS POSITIVE: 1.000000

[R12DPR DOWNSIDE PROTECTION RIDER]

ADDITIONAL PREMIUM LOAD:

POLICY YEAR 27	5%
POLICY YEAR 28	10
POLICY YEAR 29	15
POLICY YEAR 30	20

ALTERNATE ACCUMULATED VALUE MONTHLY FACTOR:	[1.0000000]
RIDER MATURITY DATE:	[11-01-2042]
MINIMUM PREMIUM REQUIREMENT:	[\$1,259.35]
MINIMUM PREMIUM DATE:	[11-01-2013]
MAXIMUM GUARANTEED RIDER MONTHLY CHARGE RATE:	[0.04583]%
AVERAGING PERIOD:	FROM POLICY YEAR [1] THROUGH POLICY YEAR [25]

POLICY SPECIFICATIONS

MAXIMUM LIFETIME ACCELERATED DEATH BENEFIT
FOR CHRONIC ILLNESS:

*THE ACCELERATED DEATH BENEFIT WILL NOT EXCEED THE ACTUAL DEATH BENEFIT AT TIME OF RIDER EXERCISE.

[EFFECTIVE DATE] [NOVEMBER 1, 2012]

ELIGIBLE COVERAGE: BASE POLICY
[SVER TERM INSURANCE RIDER-CORPORATE]
[ANNUAL RENEWABLE TERM RIDER]
[OTHER]

[EFFECTIVE DATE] [NOVEMBER 1, 2012]

POLICY SPECIFICATIONS

SURRENDER CHARGE EFFECTIVE
AT BEGINNING OF COVERAGE YEAR

COVERAGE YEAR	SURRENDER CHARGE	REDUCTION FACTOR
[1	\$243.00	\$24.30
2	218.70	24.30
3	194.40	24.30
4	170.10	24.30
5	145.80	24.30
6	121.50	24.30
7	97.20	24.30
8	72.90	24.30
9	48.60	24.30
10	24.30	24.30
11+	0	0]

POLICY SPECIFICATIONS

TERMINATION CREDIT

MONTHLY TERMINATION CREDIT CHARGE: [\$5.04]
 TERMINATION CREDIT CHARGE PERIOD: [5 YEARS]
 MAXIMUM ANNUAL TERMINATION CREDIT BASIS: [\$4,197.83]

POLICY YEAR	TERMINATION CREDIT FACTOR
[1 – 5	0.12%
6+	0%]

POLICY YEAR	POLICY MONTH	TERMINATION CREDIT PERCENTAGE
[1	1	2.50%
1	2	3.00%
1	3	3.50%
1	4	4.00%
1	5	4.50%
1	6	5.00%
1	7	5.50%
1	8	6.00%
1	9	6.50%
1	10	7.00%
1	11	7.50%
1	12	8.00%
2	1 - 12	7.25%
3	1 - 12	6.75%
4	1 - 12	6.00%
5	1 - 12	5.25%
6	1 - 12	4.75%
7	1 - 12	4.00%
8	1 - 12	3.25%
9	1 - 12	2.75%
10	1 - 12	2.00%
11	1 - 12	1.25%
12	1 - 12	0.75%
13+	1 - 12	0.00%]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
 FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]
 CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
 APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER-CORPORATE [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER-CORPORATE [GUARANTEED ISSUE]
CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

POLICY YEAR	BASIC LIFE COVERAGE CHARGE
[1	\$43.18
2	43.18
3	43.18
4	43.18
5	43.18
6	43.18
7	43.18
8	43.18
9	43.18
10	43.18
11	43.18
12	43.18
13	43.18
14	43.18
15	43.18
16	43.18
17	43.18
18	43.18
19	43.18
20	43.18
21	43.39
22	43.60
23	43.83
24	44.05
25	44.29
26	44.53
27	44.78
28	45.04
29	45.30
30	45.58
31	45.86
32	46.14
33	46.44
34	46.75
35	47.06
36	47.38
37	47.72
38	48.06
39	48.41
40	48.78
41	49.15
42	49.53
43	49.93
44	50.34

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR BASIC LIFE COVERAGE [GUARANTEED ISSUE]
CONTINUED

INSURED: [LELAND STANFORD]

POLICY YEAR	BASIC LIFE COVERAGE CHARGE
45	\$50.76
46	51.19
47	51.63
48	52.09
49	52.56
50	53.05
51	53.54
52	54.06
53	54.59
54	55.13
55	55.69
56	56.26
57	56.86
58	57.47
59	58.10
60	58.74
61	59.41
62	60.09
63	60.80
64	61.52
65	62.27
66	63.04
67	63.83
68	64.64
69	65.48
70	66.34
71	67.23
72	68.15
73	69.09
74	70.06
75	71.05
76	72.08
77	73.13
78	74.22
79	75.34
80	76.49
81	77.67
82	78.89
83	80.15
84	81.44
85	82.77
86	84.14
87+	0]

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER-CORPORATE [GUARANTEED ISSUE]

INSURED:

[LELAND STANFORD]

POLICY YEAR	COVERAGE CHARGE
[1	0.00
2	29.00
3	43.50
4	43.50
5	43.50
6	43.50
7	43.50
8	43.50
9	43.50
10	43.50
11	43.50
12	43.50
13	43.50
14	43.50
15	43.50
16	43.50
17	43.50
18	43.50
19	43.50
20	43.50
21	44.54
22	45.61
23	46.70
24	47.81
25	48.95
26	50.12
27	51.32
28	52.54
29	53.80
30	55.08
31	56.40
32	57.74
33	59.12
34	60.53
35	61.98
36	63.46
37	64.97
38	66.52
39	68.11
40	69.74
41	71.40
42	73.11
43	74.85
44	76.64

POLICY SPECIFICATIONS

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER-CORPORATE [GUARANTEED ISSUE]
CONTINUED

INSURED: [LELAND STANFORD]

POLICY YEAR	COVERAGE CHARGE
45	\$78.47
46	80.34
47	82.26
48	84.22
49	86.24
50	88.29
51	90.40
52	92.56
53	94.77
54	97.03
55	99.35
56	101.72
57	104.15
58	106.64
59	109.18
60	111.79
61	114.46
62	117.19
63	119.99
64	122.85
65	125.79
66	128.79
67	131.86
68	135.01
69	138.24
70	141.54
71	144.92
72	148.38
73	151.92
74	155.54
75	159.26
76	163.06
77	166.95
78	170.94
79	175.02
80	179.20
81	183.48
82	187.86
83	192.34
84	196.94
85	201.64
86	206.45
87+	0]

POLICY SPECIFICATIONS

[1 YEAR INDEXED ACCOUNT]

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 1.00%

Cumulative Segment Guaranteed Interest Rate: 1.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Monthly Indexed Account Charge Rate: 0.025%

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. The Participation Rate and Growth Cap used in determining the credited rate from the index are not guaranteed and can be changed by us for future segments, subject to the guarantees in the policy, and any such changes can affect the return. Also, see Indexed Fixed Account Options.

Index – The Index is the S&P 500® index, excluding dividends. If the S&P 500® index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[(a \times b) - d]$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report or other written notice.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report or other written notice.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Product – Refers to the product provided by this policy.

POLICY SPECIFICATIONS

The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's® ("S&P") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500® index (the "Index") to track general stock market performance. S&P's and its third party licensor's only relationship to Pacific Life Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to Pacific Life Insurance Company or Product. S&P and its third party licensors have no obligation to take the needs of Pacific Life Insurance Company or the owners of the Product into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.]

DEFINITIONS

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Accounts – consist of the Fixed Account (see Accumulated Value), the Variable Account (see Investment Options), the Loan Account (see Loan Account), and the Indexed Account (see Indexed Account), each of which may be referred to as an Account.

Account Deductions – will reduce the Accumulated Value under the policy (see Accumulated Value). An Account Deduction is any of the following:

1. Monthly Deductions under the policy;
2. Any withdrawal from the policy, including the withdrawal fee;
3. Standard Policy Loans;
4. Any distribution in order to maintain tax qualification under Code Section 7702 or to maintain the policy as a non-MEC under Code Section 7702A (see Modified Endowment Contract Tax Status);
5. Payments, charges and fees under certain riders, if any; and
6. Any charge, fee, or distribution that reduces the policy's Accumulated Value.

Accumulated Value – The Accumulated Value is defined on each Valuation Day and equals the sum of:

- The Fixed Accumulated Value;
- The Variable Accumulated Value;
- The Indexed Accumulated Value; and
- The Loan Account Value (see the Accumulated Value section).

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed.

Application – consists of the application for this policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments, and endorsements, and any application for reinstatement or increase in benefits.

Basic Life Coverage – is insurance coverage on the Insured provided by this policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Basic Face Amount – is the sum of the Face Amounts of all Basic Life Coverage Layers on the Insured. The Face Amount of the initial Basic Life Coverage is shown in the Policy Specifications.

Business Day – is a day when both we and the New York Stock Exchange are open for business.

Class – is used in determining Policy Charges, and interest credited to the Fixed Options, features of the Indexed Options, and depends on a number of factors, including (but not limited to) the Death Benefit, Basic and Total Face Amount, Coverage Layer, Policy Date, policy duration, premiums paid, the Insured's Age and Risk Class, requested or scheduled additions of Coverage Layers, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Coverage Layer – is a Basic Life Coverage Layer or a layer of insurance coverage on the Insured under an optional rider.

Coverage Layer Date – is the date that a particular Coverage Layer is effective. Coverage Layer months, years and anniversaries are measured from this date. The Coverage Layer Date for the initial Coverage Layer is the Policy Date as shown in the Policy Specifications.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of insurance coverage for each Coverage Layer as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. The Face Amount is subject to increase or decrease as provided elsewhere in this policy.

Fixed Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed LT Account – is an account that is part of our General Account to which all or a portion of Net Premiums may be allocated for accumulation at a fixed rate of interest declared by us.

Fixed Options – an Investment Option consisting of one or more Fixed Accounts available under this policy, and are part of our General Account. The Fixed Accounts available as of the Policy Date are the Fixed Account and the Fixed LT Account. Net Premiums and Accumulated Value under this policy may be allocated to one or more Fixed Accounts.

Free Look Transfer Date – the day we transfer Accumulated Value from the Cash Management Variable Account to the Investment Options you choose. The cover of your policy describes the Free Look Right provided by your policy. If your policy provides for a full refund of premium upon exercise of the Free Look Right, then the Free Look Transfer Date will not occur until 15 days after the policy is placed In Force. If your policy provides for a return of value as described on the cover, transfers will be processed according to the most recent premium allocation instructions we have received from you, without a 15 day waiting period.

General Account – consist of all of our assets other than those allocated to the Separate Accounts or to any of our other segregated asset accounts.

Indexed Account – is an account that is part of our General Account. We credit interest on the Indexed Account, in part, based on any positive change in an Index.

Indexed Fixed Account Options – an Investment Option consisting of one or more Indexed Accounts available under this policy, and is part of the General Account. The Indexed Accounts available as of the Policy Date are shown in the Policy Specifications.

In Force – means a policy is in effect and provides a Death Benefit on the Insured.

Insured – is the person insured under this policy, as shown in the Policy Specifications.

Investment Options – consist of the Variable Options, the Fixed Options, the Indexed Fixed Account Options, and any additional investment options that we may add.

Monthly Deduction End Date – is shown in the Policy Specifications and is the date when Monthly Deductions end.

Monthly Payment Date – is the same day each month as the Policy Date and is the date on which certain Policy Charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value – is the Accumulated Value less any Policy Debt.

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

Net Premium – is the premium we receive reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

Policy Date – is shown on the Cover Page and means the date the policy and associated riders become effective. Policy months, quarters, years and anniversaries are measured from this date.

Policy Debt – is the sum of the Loan Account and any accrued Loan Interest Charge.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining Policy Charges and is determined by us during the underwriting process for each Coverage Layer. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured for the initial Coverage Layer is shown in the Policy Specifications. The Risk Class of the Insured for any additional Coverage Layer will be shown in a Supplemental Schedule of Coverage sent to you at that time. Risk Class may also be referred to as Risk Classification.

Separate Account – is the Pacific Select Exec Separate Account, which is a Separate Account of ours that consists of subaccounts, also called Variable Accounts. Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies.

Supplemental Schedule of Coverage – is the written notice we will provide you reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any riders providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this policy and is shown in the Policy Specifications or subsequent Supplemental Schedule of Coverage.

Valuation Day – is each day required by applicable law and currently includes each day the New York Stock Exchange is open for trading and our Administrative Office is open.

Valuation Period – is the period of time between successive Valuation Days.

Variable Account – is a Separate Account of ours or a subaccount of a Separate Account of ours in which assets are segregated from assets in our General Account and our other Separate Accounts. Net Premiums and Accumulated Value under this policy may be allocated to one or more Variable Accounts.

Variable Investment Option – a Variable Account.

Variable Options – an Investment Option consisting of one or more Variable Accounts available under this policy, and are part of the Separate Account.

We, our, ours, and us – refer to Pacific Life Insurance Company.

Written Request – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

DEATH BENEFIT

When the Policy is In Force – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- Surrender, as described in the Surrender and Withdrawal of Values provision;
- Lapse, as described in the Policy Lapse and Reinstatement section; or
- The death of the Insured.

Coverage under this policy is subject to any changes we have made to the policy at your request, and may include increases or decreases in Total Face Amount, as described in later sections of this policy.

Death Benefit – This policy provides a Death Benefit on the death of the Insured while this policy is In Force. This section describes how the Death Benefit is calculated. The Death Benefit is the larger of:

- The Death Benefit calculated under the Death Benefit Option in effect; or
- The Minimum Death Benefit specified below, according to the Death Benefit Qualification Test that applies to your policy.

The Death Benefit as calculated above is subject to any increase required by the Minimum Death Benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

Minimum Death Benefit – The Minimum Death Benefit will be determined based on the Death Benefit Qualification Test for the policy and at any time will be no less than the minimum amount we determine to be required for this policy to qualify as a life insurance contract under the Code.

Death Benefit Options – You elected the initial Death Benefit Option in the Application. The initial Death Benefit Option appears in the Policy Specifications. Some changes in Death Benefit Option are allowed (see Change of Death Benefit Option). The Death Benefit according to each of the Death Benefit Options is explained below.

- Option A – The Death Benefit equals the Total Face Amount.
- Option B – The Death Benefit equals the Total Face Amount plus the Accumulated Value.
- Option C – The Death Benefit equals the Total Face Amount plus the sum of the premiums paid minus the sum of any withdrawals taken and any other distribution that reduces the Accumulated Value, provided that such result is limited to the amount shown in the Policy Specifications as the "Option C Death Benefit Limit". Under this option, the Death Benefit may be less than the Total Face Amount.

Death Benefit Qualification Test – In order for your policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy one of two Death Benefit Qualification Tests. The policy provides a Minimum Death Benefit amount, as needed, for the policy to qualify under either of the Tests. Unless you elected otherwise in the Application, the Death Benefit Qualification Test that is specified for this policy is the Guideline Premium Test. The Death Benefit Qualification Test that this policy is designed to satisfy appears in the Policy Specifications. You may not change your policy's specified Death Benefit Qualification Test without our written consent. The two Death Benefit Qualification Tests and the Minimum Death Benefit amounts applicable to each are explained in this subsection.

1. **Cash Value Accumulation Test** – If this test applies to your policy, the Minimum Death Benefit will be no less than the greater of the minimum amount we determine to be required under the Code or 101% of the Accumulated Value.
2. **Guideline Premium Test** – If this test applies to your policy, the Minimum Death Benefit will be no less than the Accumulated Value multiplied by the Death Benefit Percentage for the Age of the Insured as shown in the following table.

Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage	Age	Death Benefit Percentage
0-40	250%	50	185%	60	130%	70	115%
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	Over 93	101

Change of Death Benefit Option – The Death Benefit Option may be changed to Option A or B upon Written Request no more than once per policy year. Changes to Option C from either Option A or B are not permitted. The Total Face Amount will be adjusted, if necessary, so that the Death Benefit immediately after the change of Death Benefit Option will be equal to the Death Benefit immediately before the change. The change will be effective on the Monthly Payment Date on or next following the day we receive your Written Request at our Administrative Office.

Unless you specify otherwise by Written Request, any request for a Death Benefit Option change will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code.

Death Benefit Proceeds – The Death Benefit Proceeds (“Proceeds”) are the actual amount payable if the Insured dies while this policy is In Force. The Proceeds are equal to the Death Benefit, as of the date of death, less any Policy Debt and less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period. We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured’s death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information.
- Proof of the claimant’s legal interest in the proceeds.
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Standard Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

Basic Face Amount Increase – You may submit an Application to increase the Basic Face Amount by adding a new Coverage Layer. Your Application must include Evidence of Insurability and is subject to our approval. The effective date of the increased Basic Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. Certain riders may restrict your ability to request unscheduled increases in Coverage Layers. We reserve the right to limit Basic Face Amount increases to one per policy year.

Scheduled Increases in Basic Face Amount – There may be scheduled increases in Basic Life Coverage Face Amount, and if so, they will be shown in the Policy Specifications. Each such increase is referred to as a “Scheduled Increase” and comprises a new Coverage Layer when it goes into effect.

There is a Cost of Insurance Charge associated with each such Scheduled Increase that has gone into effect and continues to be in effect. Such Cost of Insurance Charge is part of the Monthly Deduction for the policy and is calculated the same as that for other Coverage Layers, subject to maximum Cost of Insurance Rates that are the same as those applicable to the initial Coverage Layer. The monthly Cost of Insurance Rates are shown in the Policy Specifications.

There is a Coverage Charge associated with each Scheduled Increase that has gone into effect. Such Coverage Charge is also part of the Monthly Deduction for the policy. The Total Coverage Charge for all Scheduled Increases in Basic Life Coverage are shown in the Policy Specifications. The Coverage Charge for each Scheduled Increase in Basic Life Coverage that has gone into effect does not decrease or terminate even if the associated Coverage Layer is decreased or terminated. However, if any Scheduled Increase in Basic Life Coverage does not go into effect as scheduled, the Coverage Charge for the Scheduled Increase will not go into effect, and we will send you a Supplemental Schedule of Coverage to reflect the change.

There is a Surrender Charge for Scheduled Increases in Basic Life Coverage, which is also described in the Policy Specifications and which is deducted from the Accumulated Value if you surrender the policy. The Surrender Charge for Scheduled Increases in Basic Life Coverage that have gone into effect do not terminate or decrease even if a Scheduled Increase in Basic Life Coverage that has gone into effect is later decreased or terminated. However, if any Scheduled Increase in Basic Life Coverage does not go into effect as scheduled, the Surrender Charge for the Scheduled Increases in Basic Life Coverage will change and we will send you a Supplemental Schedule of Coverage to reflect the change.

Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase;
- If the Guideline Premium Test is used, the policy's new Guideline Premiums; and
- The Surrender Charge Factors for the new Coverage Layer.

Other Face Amount Increases – An increase in the Total Face Amount may arise when you request a change in Death Benefit Options. In this case, we will increase the Face Amount of the most recently issued Coverage Layer. If there are rider and Basic Life Coverage Layers with the same Coverage Layer Date, we will increase the rider Face Amount first. Certain riders may restrict your ability to request unscheduled increases in Coverage Layers.

Face Amount Decrease – You may request a decrease in the Total Face Amount of the policy by providing a Written Request. A decrease in Total Face Amount is subject to these limits:

- Only one requested decrease per policy year is allowed.
- A decrease during the first policy year is not allowed.
- The Basic Face Amount remaining after a decrease must be at least \$10,000.

The effective date of the decreased Face Amount will be the first Monthly Payment Date on or next following the date we approved your Written Request.

Unless and until you specify otherwise by Written Request, any request for a decrease in Total Face Amount will not take effect if the requested change would cause the policy to be classified as a Modified Endowment Contract under the Code. We recommend you consult your tax advisor before requesting a

decrease in Total Face Amount of Coverage Layers as described below. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease.

The request for a decrease in the Total Face Amount will be subject to the Guideline Premium Limit (if specified for your policy) as defined in the Code. This may result in one or more refunds of premiums or required distributions of Accumulated Value in order to maintain compliance with such limit, in accordance with the Tax Qualification as Life Insurance section of this policy. Such request will not be allowed to the extent we determine that any resulting Guideline Premium limit would cause an amount in excess of the Net Cash Surrender Value to be distributed from the policy.

Processing of Face Amount Decreases – Any reduction in the Total Face Amount, whether by Written Request or due to a withdrawal or change in Death Benefit Option, will affect the Total Face Amount by reducing the Face Amount of Coverage Layers as described below.

Coverage Layers are reduced or eliminated based on Coverage Layer Date, in order from the latest to the earliest. If more than one Coverage Layer has the same Coverage Layer Date, we will first reduce or eliminate the Face Amount of any rider Coverage Layer, and then the Face Amount of any Basic Life Coverage Layer.

Face Amount Decreases that are a result of a Death Benefit Option Change or Death Benefit acceleration may result in a Basic Face Amount below \$10,000.

Policy Change Limit – We reserve the right to require Evidence of Insurability for any policy change that would result in an increase in Net Amount at Risk and, if the Evidence of Insurability is inconsistent with our underwriting rules, we may limit or refuse the policy change.

Change in Benefits – Under the Guideline Premium Test or the Cash Value Accumulation Test, whichever is specified for your policy, any change in policy or rider benefits or certain other factors may require an adjustment to the policy's tax qualification limits.

PREMIUMS

Premiums – The initial premium is payable either at our Administrative Office or to your registered representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to your registered representative or otherwise, to be "received" when it is delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless it has been received by us. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

Planned Premium – The Planned Premium is the amount of premium you have told us you intend to pay and is shown in the Policy Specifications. We will send you Planned Premium Reminder Notices for as long as premiums can be paid. You may change the Planned Premium by Written Request. Payment of the Planned Premium does not guarantee that the policy will continue In Force.

Premium Load – The Premium Load is equal to the premium paid multiplied by the Premium Load Rate. The Premium Load Rate we use will not exceed the Maximum Premium Load Rate shown in the Policy Specifications.

Premium Allocation – Any Net Premium we receive before your policy has been placed In Force will be allocated to the Cash Management Variable Account, or a successor account identified by us for such purpose. When all outstanding requirements to place your policy In Force have been satisfied, the Accumulated Value will be transferred according to the most recent premium allocation instructions we

have received from you. If your policy provides for a full refund of premium upon exercise of the Free Look Right, then transfer to the Investment Options will occur on the Free Look Transfer Date. After the initial transfer to the Investment Options, any Net Premium we receive will be allocated to the Investment Options according to the most recent premium allocation instructions we have received from you, and per the terms of this policy.

Premium Processing – We deduct the Premium Load at the time we receive the premium payment. We will credit the resulting Net Premium to the Investment Options based on your instructions on file with us.

Premium Limitation – We reserve the right to require Evidence of Insurability for any premium payment that would result in an increase in the Net Amount at Risk. If such Evidence of Insurability is not satisfactory, we may limit or refuse the premium payment, unless it is necessary to keep the policy In Force.

Guideline Premium Limit – This subsection applies only if the Guideline Premium Test is the Death Benefit Qualification Test specified in the Policy Specifications. In order for this policy to qualify as a life insurance contract under Section 7702 of the Code, the sum of the premiums paid less a portion of any withdrawals, as specified in the Code, may not exceed the Guideline Premium Limit, which is the greater of:

- The Guideline Single Premium; or
- The sum of the annual Guideline Level Premiums to the earlier of the date of payment or the Insured's Age 100.

The Guideline Premiums are shown in the Policy Specifications. The Guideline Premiums may change whenever there is a change in the Total Face Amount of insurance, whether scheduled or otherwise, or certain other policy benefits or factors. Any such Guideline Premium change will be shown in a supplemental schedule that we will send to you at the time of the change. The Guideline Premiums are used to determine the premium limits beyond which this policy would fail to qualify as a life insurance contract under the Code. Payment of the Guideline Premiums does not guarantee that the policy will never lapse and additional premiums may be necessary to prevent the policy from lapsing in the future.

The Guideline Premiums are determined by the rules that apply to this policy as set forth in the Code. The Guideline Premiums will be adjusted to conform to any changes in the Code. To the extent that a premium payment would exceed such limits, we will refund the excess payment to you in accordance with the Tax Qualification as Life Insurance section of this policy, provided that we may not refuse any premium payment necessary to keep this policy In Force. Further, we reserve the right to make distributions from the policy to the extent we deem necessary to continue to classify this policy as a life insurance contract under the Code, in accordance with the Tax Qualification as Life Insurance section of this policy.

Modified Endowment Contract Premium Limit – In order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status section of this policy.

The 7-Pay Premium may change whenever there is a change in the Total Face Amount of insurance or in other certain policy benefits or factors. The 7-Pay Premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay Premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we will refund the excess payment to you, in accordance with the Modified Endowment Contract Tax Status section of this policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

INVESTMENT OPTIONS

Investment Options – consist of the Fixed Options, the Variable Options, and the Indexed Fixed Account Options. We reserve the right to add additional Investment Options or to terminate one or more of the Investment Options at any time.

Fixed Options – The Fixed Options are comprised of one or more Fixed Accounts. We reserve the right to add additional Fixed Accounts or to terminate or suspend one or more of the Fixed Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Fixed Account, we will transfer the assets held in that Fixed Account to another Fixed Account that we will identify in the notification.

Variable Options – The Variable Options are comprised of one or more Variable Accounts. We reserve the right to add additional Variable Accounts or to terminate one or more of the Variable Accounts at any time. In such case, we will notify you of the change at your last known address. If we terminate a Variable Account, we will transfer the assets held in that Variable Account to another Investment Option that we will identify in our notification.

Indexed Fixed Account Options – The Index Fixed Account Options are comprised of one or more Indexed Accounts. We reserve the right to add additional Indexed Accounts or to terminate one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address. At Segment Maturity, any Segment Maturity Value allocated to the terminated Indexed Account will be reallocated to another Investment Option that we will identify in our notice to you.

ACCUMULATED VALUE

Accumulated Value – The Accumulated Value is defined on each Valuation Day and is the sum of:

- The Fixed Accumulated Value;
- The Variable Accumulated Value;
- The Indexed Accumulated Value; and
- The Loan Account Value.

Fixed Accumulated Value – The Fixed Accumulated Value is the sum of the Accumulated Value in each Fixed Account. On the Policy Date, the value of the policy's allocations to each Fixed Account is equal to any Net Premium allocated to each Fixed Account less any allocation of the initial Monthly Deduction to those Fixed Accounts.

After the Policy Date, we calculate the Accumulated Value in each Fixed Account as follows. We credit interest on a daily basis using a 365-day year, at an annual effective rate not less than the Minimum Guaranteed Interest Rate for each Fixed Account shown in the Policy Specifications. We may credit a higher rate of interest. Each Fixed Account may have its own unique rate. While we expect to credit a higher rate of interest to the Fixed LT Account than to the Fixed Account, we do not guarantee to do so. The interest rate in effect at the beginning of the policy year will be effective for the duration of that year.

The Accumulated Value for each Fixed Account on any Valuation Day is the following, including interest on each:

- The Accumulated Value for each Fixed Account on the prior Monthly Payment Date;
- Plus the amount of any Net Premium received and allocated to the Fixed Account, since the prior Monthly Payment Date;
- Plus the amount of any transfer to each Fixed Account, including transfers from the Loan Account, or Indexed Accounts, since the prior Monthly Payment Date;

- Minus any Account Deductions from each Fixed Account since the prior Monthly Payment Date; and
- Minus the transfers from each Fixed Account, including transfers to the Loan Account or Indexed Accounts, since the prior Monthly Payment Date.

Variable Accumulated Value – The Variable Accumulated Value is the sum of the Accumulated Value in each Variable Account.

We calculate the Accumulated Value in each Variable Account as follows. Assets in each Variable Account are divided into Accumulation Units, which are measures of value for bookkeeping purposes.

We credit Accumulation Units to each Variable Account as a result of:

- The amount of any Net Premium received and allocated to the Variable Account; and
- Transfers to the Variable Account, including transfers from the Loan Account.

We debit Accumulation Units from each Variable Account as a result of:

- Transfers from the Variable Account, including transfers to the Loan Account; and
- Account Deductions from the Variable Account.

To determine the number of Accumulation Units debited or credited to a Variable Account as a result of a transaction, we divide the dollar amount of the transaction by the Unit Value of the affected Variable Account.

To determine your Accumulated Value in each Variable Account, we multiply the number of Accumulation Units in the Variable Account by the Unit Value of the Variable Account. The number of Accumulation Units in each Variable Account will not change because of subsequent changes in Unit Value.

Unit Value – The initial Unit Value of each Variable Account was \$10 on the day the Variable Account began operations. At the end of each subsequent Valuation Day, the Unit Value for each Variable Account is equal to (Y) times (Z) where:

(Y) is the Unit Value for that Variable Account as of the end of the prior Valuation Day; and
(Z) is the Net Investment Factor for that Variable Account as of the end of the current Valuation Day.

Net Investment Factor – Each Variable Account's Net Investment Factor for any Valuation Period is equal to $(A \div B)$, where:

(A) equals:

- (a) the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the current Valuation Period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that Valuation Period on the portfolio shares held by the Variable Account; plus or minus
- (c) any per share credit or charge for any income taxes, other taxes, or amounts set aside during that Valuation Period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Variable Account or policy, and/or any taxes attributable, directly or indirectly, to premium payments; and

(B) is the Net Asset Value per share of the corresponding portfolio shares held by the Variable Account as of the end of the prior Valuation Period.

Net Asset Value – is the portfolio shares corresponding to the Variable Account on any Valuation Day is reported to us as of the end of each Valuation Day by the investment company in whose shares the Variable Account is invested.

Indexed Accumulated Value – The Indexed Accumulated Value is the sum of the Segment Values for all Segments in each Indexed Account.

Loan Account Value – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest Credit.

Processing of Account Deductions – Any Account Deductions will reduce the Investment Options under the policy. Any such deduction is taken proportionately from the Fixed Accumulated Value and the Variable Accumulated Value. Any deduction in excess of the Fixed Accumulated Value and Variable Accumulated Value will be deducted from the Segments of the Indexed Accumulated Value (see Segment Deductions).

INDEXED FIXED ACCOUNT OPTIONS

Indexed Accounts – You may allocate all or a portion of your policy's Accumulated Value to one or more Indexed Accounts, for which values will vary over time based, in part, on the change in value of an external index ("Index"). The Indexed Accounts available as of the Policy Date, as well as how credits based on the Index are calculated, are shown in the Policy Specifications. We reserve the right to add additional Indexed Accounts or to cease offering one or more of the Indexed Accounts at any time. In such case, we will notify you of the change at your last known address.

Closing Value – By Closing Value of the Index, we mean the value of the Index as of the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time. If no Closing Value is published for a given day, we will use the Closing Value for the next day for which the Closing Value is published. In calculating the change in value of the Index, we use the Closing Value of the Index.

Substitution of Indexes – We reserve the right for any particular Indexed Account to substitute one or more Indexes for any reason, including if an Index is discontinued or no longer published. In such case, we will notify you prior to the change at your last known address.

Segments – Your policy's value in an Indexed Account is divided into Segments. Each Segment represents a transfer of policy value from the Fixed Account to an Indexed Account.

Segments are credited with interest and comprise a portion of the policy's Accumulated Value. This is a summary of how Segments work:

- Segment Creation – A new Segment is created when there is an allocation to an Indexed Account. The Segment will continue until the end of the Segment Term.
- Segment Value Change – Over the Segment Term, the Segment will grow with the Segment Guaranteed Interest and be reduced by Segment Deductions.
- Segment Deductions – Over the Segment Term, money may be transferred out of the Segments for Account Deductions.
- Segment Indexed Interest – Based on the performance of the Index, additional interest may be credited to the Segment at the end of the Segment Term.
- Segment Maturity – At the end of a Segment Term, the Segment Value is either transferred to a new Indexed Account Segment, or to the Fixed Account.

Segment Creation – A new Segment is created when there is a transfer to an Indexed Account. The date of the transfer is called the Segment Start Date or Segment Date. Segment Months and Segment Years are measured from this date. Each Segment in each Indexed Account will have its own Growth Cap and Participation Rate. These values for a particular Segment are the values in effect on the Segment Date. The values in effect as of the Policy Date are shown in the Policy Specifications. If these values change, you will be notified in the Annual Report or other written notice.

Segment Start Dates – Segment Start Dates are the dates as of which transfers into the Indexed Account may occur. The Segment Start Dates are shown in the Policy Specifications. For Policies that have a Free Look Transfer Date (see the Definitions section to find out if your policy has a Free Look Transfer Date), the first transfer to an Indexed Account will occur on the first Segment Start Date following the Free Look Transfer Date. We reserve the right to change the Segment Start Dates and to limit

transfers into the Indexed Account, but transfers may occur not less frequently than once per calendar quarter. If we change the Segment Start Dates, you will be notified in the Annual Report or other written notice.

Payment and Reallocation to the Indexed Accounts – Transfers to the Indexed Accounts will be based on your latest instructions on file with us. The following explains the payment and reallocation instructions for transfers to an Indexed Account:

- **Payment Instructions** - These are your instructions to us, in which you designate a portion of each Net Premium or loan repayment ("Designated Amount") to be transferred to an Indexed Account. The Designated Amount will first be deposited in the Fixed Account. Then, on the next Segment Start Date, the Designated Amount, or if less, the Fixed Account balance will be transferred from the Fixed Account to the Indexed Account. If you have given us no instructions or if your policy is in a Lockout Period (see Lockout Period), then no allocation to the Indexed Account will occur.
- **Reallocation Instructions** - At the end of the Segment Term, if a Segment has a Segment Value other than Segment Guaranteed Interest and Segment Indexed Interest, the Segment Maturity Value can be reallocated to the Fixed Account or an Indexed Account. If you have given us no instructions for such Segment Maturity Value, the value will be reallocated to the same Indexed Account to create a new Segment in the Indexed Account. If Segment Maturity Value is transferred to the Fixed Account, subsequent transfers from the Fixed Account to other Investment Options may be done according to the Transfers provisions of the policy.

Allocations to the Indexed Fixed Account Options – You may, by Written Request, designate an amount to be transferred from the Fixed Account to an Indexed Account. If you want to transfer money from other Investment Options into the Indexed Accounts, you must first transfer money from those Investment Options to the Fixed Account according to the Transfer provisions in this policy, and then transfer from the Fixed Account to the Indexed Accounts as described in this paragraph. The amount you designate for transfer, or if less, the Fixed Account balance, will then be transferred to the Indexed Account on the next Segment Start Date.

Allocations from the Indexed Fixed Account Options – You may not transfer value out of an Indexed Account to any other Investment Option before the end of the Segment Term.

Cut-Off Date – For Indexed Fixed Account Option allocations to be effective on a given Segment Start Date, each of the following must be received at our Administrative Office by 4:00 p.m. Eastern time of the Cut-Off Date, which is two Business Days prior to the Segment Start Date:

- Any instructions for transfers to the Indexed Accounts; or
- Any premium payment or loan repayment intended to result in a transfer to an Indexed Account.

Order of Processing Transfers – Any reallocation of Segment Maturity Value from the Indexed Accounts to the Fixed Account will occur before any other transfer.

Segment Term and Segment Maturity – The Segment Term is the total length of time that a particular Segment can exist. The Segment Term begins on the Segment Date and ends at Segment Maturity, which is the Segment Start Date corresponding to the end of the Segment Term. On that date, we calculate any Segment Indexed Interest and credit it to the Segment (see Segment Indexed Interest).

Segment Value – The Segment Value on the Segment Date is equal to the amount transferred to the Indexed Account at such time. At any later date, the Segment Value is equal to:

- The Segment Value as of the prior day;
- Plus the Segment Guaranteed Interest since the prior day;
- Minus any Segment Deductions since the prior day;
- Plus, at Segment Maturity only, any Segment Indexed Interest credited.

Segment Guaranteed Interest – We credit interest on a daily basis to each Segment from the Segment Date to Segment Maturity, using a 365-day year, at an annual rate equal to the Segment Guaranteed Interest Rate shown in the Policy Specifications. The amount of such interest is called the Segment Guaranteed Interest.

Segment Deductions – If there is no Fixed Accumulated Value and Variable Accumulated Value, then Account Deductions are taken from the Indexed Accumulated Value. Among Indexed Accounts, deductions are taken from the Indexed Accounts in order, according to the length of the Segment Term, from shortest to longest. If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation. Within each Indexed Account, deductions are made from all Segments, proportionate to Segment Value. For each Segment, the deduction is taken first from the Segment Monthly Balance, then from the Segment Guaranteed Interest.

Lockout Period – This is a 12 month period of time during which no transfers from the Fixed Account to the Indexed Accounts will be allowed. Reallocation of Segment Maturity Value to an Indexed Account is allowed during the Lockout Period. A Lockout Period will begin any time there is a deduction from an Indexed Account as a result of a loan or withdrawal that is not part of a Systematic Distribution Program.

Systematic Distribution Program – is a program of periodic distribution of policy values that we designate as a Systematic Distribution Program. We reserve the right to discontinue such a program at any time. The program includes periodic distribution to you of a portion of the policy's Accumulated Value through policy loans and withdrawals while the Insured is alive and the policy is In Force. Contact the Company for details of how this program works.

Segment Indexed Interest – At Segment Maturity, the Segment Indexed Interest is calculated, as described in the Policy Specifications, and credited to the Segment, resulting in the Segment Maturity Value. At Segment Maturity the maturing Segment ends and the Segment Maturity Value will be reallocated to the Fixed and Indexed Accounts according to your reallocation instructions on file with us. If you have not given us any such instructions, the Segment Maturity Value will be reallocated to a new Segment in the same Indexed Account. However, if the Segment Maturity Value consists only of the Segment Guaranteed Interest and the Segment Indexed Interest, we will transfer such value into the Fixed Account.

TRANSFERS BETWEEN FIXED OPTIONS AND VARIABLE OPTIONS

Transfers – After your initial Net Premium has been allocated according to your instructions you may, upon Written Request, transfer your Fixed and Variable Accumulated Value, or a part of it, among the Fixed Options and Variable Options as provided in this section. No transfer may be made if the policy is in a Grace Period and the required premium has not been paid. Contact us to find out what restrictions are in effect at any time on transfers described in this section.

We reserve the right:

- To limit the size of transfers so that each transfer is at least \$500;
- To limit the frequency of transfers, however at least one transfer per quarter will be allowed;
- To require that the remaining balance in any account as a result of a transfer be at least \$500;
- To assess a charge of \$25 for each transfer exceeding 12 per policy year;
- To impose further restrictions to limit transfers between certain Investment Options, including, but not limited to, the dollar amount, the number of transfers made during a defined period, and the method used to submit transfers;
- To otherwise waive or reduce the restrictions on transfers described in this section; and
- To terminate transfer privileges at any time.

Transfers from the Variable Options to the Fixed Account – You may transfer Accumulated Value from the Variable Options to the Fixed Options subject to limitations on allocations to the Fixed Options.

Transfers from the Variable Options to the Fixed LT Account – You may make one transfer from the Variable Options to the Fixed LT Account during any twelve-month period, subject to limitations on allocations to the Fixed Options.

Transfers from the Fixed Account to the Variable Options or Fixed LT Account – You may make one transfer from the Fixed Account during any twelve-month period. You may transfer to the Variable Options or Fixed LT Account, or both. You may transfer up to 100% of the value in the Fixed Account to the Fixed LT Account. You may transfer to the Variable Options the greater of:

1. \$5,000; or
2. 25% of the Accumulated Value in the Fixed Account; or
3. The total amount transferred in the prior policy year from the Fixed Account to the Variable Options.

Transfers from the Fixed LT Account to the Variable Options or Fixed Account – You may make one transfer from the Fixed LT Account to the Variable Options or Fixed Account during any twelve-month period. Such transfer is limited to the greatest of the following:

1. \$5,000; or
2. 10% of the Accumulated Value in the Fixed LT Account; or
3. The total amount transferred in the prior policy year from the Fixed LT Account to either the Fixed Account or the Variable Options.

Allocations to the Fixed Options – We reserve the right to limit aggregate allocations to the Fixed Options during the most recent 12 months for all policies in which you have an ownership interest or to which payments are made by a single payor, to \$1,000,000.

Any excess over such limits will be allocated to your other Investment Options according to your most recent instructions. Allocations include Net Premium payments, transfers and loan repayments.

POLICY CHARGES

Monthly Deduction – The Monthly Deduction provides coverage for the policy month following the Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- The Cost of Insurance Charge;
- The Administrative Charge;
- The Coverage Charge;
- The Indexed Fixed Account Option Charge; and
- Rider or benefit charges, if any.

The maximum for each such charge is described below or in the rider or benefit forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class. We may profit from such charges, and may use those profits for any lawful purpose, such as the payment of distribution and administrative expenses. The Monthly Deduction is deducted from the policy's Investment Options. Unless you provide otherwise, the Monthly Deduction will be processed as an Account Deduction. There are no Monthly Deductions on and after the Monthly Deduction End Date, which is shown in the Policy Specifications.

Cost of Insurance Charge – The Cost of Insurance Charge is the sum of the Cost of Insurance Charges for all Coverage Layers. The Cost of Insurance Charge for each Coverage Layer is equal to (1) multiplied by (2), where:

(1) is the Monthly Cost of Insurance Rates per Coverage Layer divided by 1000 as shown in the Policy Specifications; and
(2) is the Death Benefit divided by the Net Amount at Risk Factor as shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

If there are multiple Coverage Layers, the Net Amount at Risk is allocated proportionately to each Coverage Layer according to Total Face Amount; otherwise the Net Amount at Risk is allocated fully to the initial Coverage Layer.

Cost of Insurance Rates – The Maximum Monthly Cost of Insurance Rates for the initial Coverage Layer(s) are shown in the Policy Specifications. The Maximum Monthly Cost of Insurance Rates for any later Coverage Layers are shown in a Supplemental Schedule of Coverage that will be sent to you at the time the Coverage Layer becomes effective.

Administrative Charge – The Administrative Charge is shown in the Policy Specifications.

Coverage Charge – The Coverage Charge is the sum of the Coverage Charges for each Coverage Layer. The Coverage Charge for the initial Coverage Layer will not exceed the Basic Life Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Coverage Layer will not exceed the Basic Life Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Coverage Layer as of its effective date. The Coverage Charge will not change even if the Face Amount of the associated Coverage Layer is increased or decreased.

Indexed Fixed Account Option Charge – The Index Fixed Account Option Charge is the sum of the charge for each Indexed Account, which is equal to the Monthly Indexed Account Charge Rate for that Indexed Account, as shown on the Policy Specifications, multiplied by the value of that Indexed Account as of the Monthly Payment Date. The Indexed Fixed Account Option Charge is part of the Monthly Deduction assessed against the policy's Accumulated Value.

Tax Related Charges – In addition to the charges described in this policy, we reserve the right to make a charge for federal, state or local taxes generated by this policy, or generated by our operations with respect to this policy, to the extent such tax was not applicable to the policy or our operations at the time of policy issuance.

POLICY LAPSE AND REINSTATEMENT

Grace Period – We will use the policy's Accumulated Value, reduced by Policy Debt, to determine if the policy will lapse. If that amount is not sufficient to provide for the policy's Monthly Deductions, the policy will enter the Grace Period. A Grace Period of 61 days will be allowed for the payment of sufficient loan repayment or premium to keep your policy In Force. The Grace Period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the Grace Period, we will provide a Grace Notice to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Any premium payments sent to us by U.S. mail and postmarked within the Grace Period will be accepted. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period.

Notification of Termination for Non-Payment – Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination (Grace Notice). The notice will be provided to each person at their last known addresses by first class United States mail, postage prepaid, and will state the due date and the amount of loan repayment or premium required for your policy to remain In Force. A minimum of the monthly charges not deducted plus three times the Monthly Deduction due when the insufficiency occurred, plus any applicable Premium Load, must be paid.

Lapse – If sufficient loan repayment or premium is not paid by the end of the Grace Period, a lapse will occur. If the Insured dies during the Grace Period, the Death Benefit will be equal to the Death Benefit as of the beginning of the Grace Period reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

Reinstatement – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- A written Application;
- Evidence of Insurability;
- Sufficient premium, after reduction by any Premium Load, to cover all Monthly Deductions and policy Loan Interest Charges due and unpaid during the Grace Period; and
- Sufficient premium, after reduction by any Premium Load, to keep the policy In Force for three months after the date of reinstatement; and
- Sufficient premium to cover any negative Accumulated Value if there was a policy loan or other outstanding Policy Debt at the time of lapse.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement Application. At reinstatement:

- The Net Accumulated Value will be the same as it was at the beginning of the Grace Period.
- The Surrender Charges and Policy Charges (other than Cost of Insurance Charges) for all Coverage Layers under this policy will resume on their schedule as of the Monthly Payment Date when lapse occurred.
- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date.
- If there was a policy loan at time of lapse, upon reinstatement we will eliminate the loan by deducting any Policy Debt from the Accumulated Value. Any negative Accumulated Value will be due in addition to sufficient premium at time of reinstatement.

After the reinstatement premium has been applied, regular policy processing will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

SURRENDER AND WITHDRAWAL OF VALUES

Surrender – Upon Written Request while the policy is In Force, you may surrender this policy for its Net Cash Surrender Value. The policy will terminate on the date the Written Request is received at our Administrative Office. The policy cannot be surrendered during the Grace Period.

Cash Surrender Value – The Cash Surrender Value is the Accumulated Value less any Surrender Charge.

Net Cash Surrender Value – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt.

Surrender Charge – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. The Surrender Charge as of the beginning of each Coverage Year for your initial Coverage Layer is shown in the Policy Specifications. On each Monthly Payment Date during the policy year, the Surrender Charge is reduced by 1/12 of the Reduction Factor as shown in the Policy Specifications.

If there have been decreases in the Basic Life Coverage Face Amount, including decreases due to withdrawals, the Surrender Charge will not change as a result of the decrease. The Surrender Charge

described is the guaranteed maximum charge. We may charge less than such guaranteed maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

In addition, any Coverage Layer representing an increase in Basic Life Coverage will have an associated Surrender Charge and Reduction Factor that will be provided in a Supplemental Schedule of Coverage. The Surrender Charge for any such Coverage Layer will be effective as of the Coverage Layer Date and as of the beginning of each Coverage Year thereafter, and will decrease in the same manner as the initial Basic Life Coverage Layer.

Withdrawals – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. We reserve the right to charge a fee not to exceed \$25 for each withdrawal. There is no Surrender Charge imposed for a withdrawal, even if the Total Face Amount is reduced as a result of the withdrawal. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200;
- The Net Cash Surrender Value remaining after a withdrawal must be at least \$500; and
- We reserve the right to disallow any withdrawal that would result in a Basic Face Amount of less than \$10,000 after the withdrawal.

Withdrawals will be deducted from the Accumulated Value. When you take a Withdrawal, the amount of the withdrawal and any withdrawal fee is deducted from the policy's Investment Options. Unless you provide otherwise, any such deduction will be deducted from the Accumulated Value as an Account Deduction.

If Death Benefit Option A is in effect at the time of a withdrawal, and if a requested withdrawal would increase the Net Amount at Risk, we will decrease the Total Face Amount by the minimum amount necessary to prevent the Net Amount at Risk from increasing as a result of the withdrawal, except:

1. During the first 15 policy years, but only in the case of the first withdrawal of a given policy year, the Total Face Amount will be decreased only to the extent that the withdrawal exceeds the lesser of \$10,000 or 10% of the Net Cash Surrender Value, or
2. In any policy year, but only if both:
 - (a) the Death Benefit Qualification Test specified for your policy is the Guideline Premium Test, and
 - (b) the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would, as a result of the current withdrawal, fail to remain greater than zero at all times prior to Age 100, we will decrease the Total Face Amount as follows:
 - i. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal do not exceed 15% of the Total Face Amount, we will limit the Total Face Amount decrease so that the Guideline Premium Limit, as determinable at the time of the decrease in Total Face Amount, would remain greater than zero at all times prior to Age 100.
 - ii. If cumulative withdrawals for the 12-month period ending on the date of the current withdrawal exceed 15% of the Total Face Amount, we will decrease the Total Face Amount to the extent of such excess in addition to the Total Face Amount decrease calculated per i. above on the cumulative withdrawals of 15% of the Total Face Amount.
 - iii. For the purpose of the 15% test in i. and ii. above, the Total Face Amount will be the highest Total Face Amount in effect during the current policy year through the date of the withdrawal.

In any instance where both exceptions 1. and 2. above apply, we will decrease the Total Face Amount by the lesser of the two decrease amounts.

If such a reduction in Total Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract.

If Death Benefit Option B is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount. The withdrawal will reduce the Accumulated Value, which has the effect of reducing the Death Benefit that would be payable (see the Death Benefit section for details).

If Death Benefit Option C is in effect at the time of a withdrawal, the withdrawal will not reduce the Total Face Amount, but it will increase the sum of the withdrawals, which has the effect of reducing the Death Benefit (see the Death Benefit section for details).

If the Insured dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal, if allowed under the provision, will be processed and paid to the owner, or the owner's estate before the Death Benefit Proceeds are determined and paid to the beneficiary.

TIMING OF PAYMENTS AND TRANSFERS

Variable Options – With respect to allocations made to the Variable Options, we will calculate values for surrenders, withdrawals, loans and, unless transfers are restricted, transfers as of the end of the Valuation Day on or next following the day on which we receive your instructions. For any portion of Death Benefit depending on the Variable Accumulated Value, we will calculate such value as of the end of the Valuation Day on or next following the day on which the Insured's death occurs. We will pay such amounts and will process such transfers within seven days after we receive all the information needed for the transaction. However, we may postpone the calculation, payment or transfer of any such amounts derived from any of the Variable Accounts, if:

- The New York Stock Exchange is closed on other than customary weekend and holiday closings;
- Trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC);
- An emergency exists, as determined by the SEC, as a result of which it is not reasonably practicable to determine the value of the Variable Account assets or corresponding portfolio assets or to dispose of Variable Account securities; or
- The SEC by order permits postponement for the protection of policy owners.

Other Allocations – With respect to allocations to accounts other than those made to the Variable Options, we may defer surrenders, withdrawals, loans (except for loans to pay a premium on any policy issued by us), and transfers from such accounts, for up to six months after we receive your request.

With respect to transfers, we will disclose in written notice to you, the effective date of the transfer, the reason for the delay, and the value of the transfer as of the date we received your transfer request.

Deferral – If we defer payment of surrenders, withdrawals or loans for more than 10 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, but not less than an annual rate equal to the guaranteed rate payable on the Fixed Options.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

STANDARD POLICY LOANS

Standard Policy Loans – You may obtain policy loans by Written Request after the Free Look Transfer Date (see the Definitions section of your policy to find out if it has a Free Look Transfer Date), on the sole security of the Loan Account of this policy. We recommend you consult your tax advisor before requesting a policy loan.

Loan Account – When a policy loan is taken, an amount equal to the loan will be deducted from the Accumulated Value as an Account Deduction.

Loan Amount Available – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- Three times the most recent Monthly Deduction;
- Any Surrender Charge; and
- Any existing Policy Debt.

Loan Repayment – You may make loan repayments at any time prior to lapse of this policy.

Loan Interest Charge – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using a maximum annual interest rate of 2.25%. We may use a lower Loan Interest Charge rate. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy terminates before a policy anniversary, the Loan Interest Charge will be due at such time.

Loan Interest Credit – Loan Interest Credit is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Account Interest rate, which is an annual interest rate not less than 2.00%. The corresponding daily interest rate is equal to the annual rate divided by 365.

Policy Debt – The Policy Debt is the amount necessary to repay the policy loan in full and is equal to the Loan Account plus any accrued Loan Interest Charge. The Policy Debt reduces any amount otherwise payable under the policy.

Loan Processing on Policy Anniversary – On each policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Account Value so that they are equal to each other. To do this, we calculate the difference between the Policy Debt and the Loan Account Value. If the Policy Debt is greater than the Loan Account Value, which is generally the case when the policy Loan Interest Charge has not been paid, a new loan will be taken for the excess and will be added to the Loan Account. If the Loan Account Value is greater than the Policy Debt, which is generally the case when the policy Loan Interest

Charge has been paid, the excess will be transferred according to your most recent premium allocation instructions.

SEPARATE ACCOUNT PROVISIONS

Separate Account – We established the Separate Account and maintain it under the laws and regulations of our state of domicile. The assets of the Separate Account shall be valued at least as often as any policy benefits vary, but at least monthly. The Separate Account is divided into subaccounts, called Variable Accounts. Income and realized and unrealized gains and losses from the assets of each Variable Account are credited or charged against it without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this policy and other variable life policies. Assets may be put in our Separate Account for other purposes, but not to support contracts or policies other than variable life contracts or policies.

The assets of our Separate Account are our property. The portion of its assets equal to the reserves and other policy liabilities with respect to our Separate Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a Variable Account in excess of the reserves and other liabilities with respect to that Variable Account to another Variable Account or to our General Account. All obligations arising under the policy are general corporate obligations of ours. We do not hold ourselves out to be trustees of the Separate Account assets.

Variable Accounts – Each Variable Account may invest its assets in a separate class of shares of a designated investment company or companies. The Variable Accounts of our Separate Account that were available for your initial allocations are shown in your Application for this policy. From time to time, we may make other Variable Accounts available to you. We will provide you with written notice of all material details including investment objectives and all charges.

We reserve the right, subject to compliance with the law then in effect, to:

- Change or add designated investment companies;
- Add, remove or combine Variable Accounts;
- Add, delete or make substitutions for the securities that are held or purchased by the Separate Account or any Variable Account;
- Register or deregister any Variable Account under the Investment Company Act of 1940;
- Change the classification of any Variable Account;
- Operate any Variable Account as a managed investment company or as a unit investment trust;
- Combine the assets of any Variable Account with other separate accounts or subaccounts of ours or our affiliates;
- Transfer the assets of any Variable Account to other separate accounts or subaccounts of ours or our affiliates;
- Run any Variable Account under the direction of a committee, board, or other group;
- Restrict or eliminate any voting rights of policy owners with respect to any Variable Account, or other persons who have voting rights as to any Variable Account;
- Change the allocations permitted under the policy;
- Terminate and liquidate any Variable Account; and
- Make any other change needed to comply with law.

If any of these changes result in a material change in the underlying investment of a Variable Account of our Separate Account, we will notify you of such change.

Unless required by law or regulation, an investment policy may not be changed without our consent. We will not change the investment policy of the Separate Account without the approval of the Insurance Commissioner of our state of domicile. The process for such approval is on file.

OWNER AND BENEFICIARY

Owner – The Owner of this policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is recorded. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request while the policy is In Force. Beneficiary Change Request forms are available from us. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro-rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This policy is a contract between you and us. This policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Applications for reinstatement, all subsequent Applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this policy unless there was a material misrepresentation in the Application, or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid less any policy loans and any withdrawals taken. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If this policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums paid after the reinstatement date less any policy loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this policy cannot be contested except for failure to pay required premiums or if the policy was procured by fraud.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will not contest such a change unless there was a material misrepresentation in the Application required for the change, or, when permitted by applicable state law, where the change was procured through fraud, or for failure to pay required premiums. If we determine that such Application contains a material misrepresentation, we will rescind the policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change. Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. After the changed policy has been In Force for two years during the Insured's lifetime, we will not contest any such change except for failure to pay required premiums or if the change was procured by fraud.

Non-Participating – This policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any policy loans and withdrawals.

If the Insured dies by suicide, while sane or insane, after two years from the Policy Date but within two years after the effective date of any increase in the Total Face Amount, the Death Benefit Proceeds will be limited by the following adjustments:

1. Any such increase in Total Face Amount will be excluded;
2. Refund of the portion of Monthly Deductions associated with any such increase will be included; and
3. Premium Load associated with the portion of Monthly Deductions referred to in 2) above will be included.

Misstatement – If the Insured's sex or birth date is misstated in the Application and it is discovered on or after the death of the Insured, the Death Benefit shall be the Minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If the Insured's sex or birth date is misstated in the Application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

Maturity – This policy does not mature, but will continue In Force so long as the Insured is alive and the policy has not been surrendered and lapse has not occurred.

Monthly Deduction End Date – Provided the policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease;
- Premiums will not be accepted, except amounts required to keep the policy In Force;
- Loans will be allowed;
- Loan repayments will be permitted;
- Loan Interest Charges and Loan Interest Credits will continue to accrue; and
- Withdrawals will not be allowed.

Timing of Payments – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at least equal to the Minimum Guaranteed Interest Rate for Fixed Options shown in the Policy Specifications.

Annual Report – A report will be mailed to your last known address no less frequently than annually. This report will show:

- The beginning and end dates of the reporting period;
- The Accumulated Value at the beginning and end of the reporting period;
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- The Death Benefit at the end of the reporting period on each life covered by the policy;
- The Net Cash Surrender Value at the end of the reporting period;
- Any Policy Debt outstanding at the end of the reporting period;
- A notice if the Net Cash Surrender Value will not be sufficient to keep the policy In Force until the end of the next reporting period, unless further premium payments are made; and
- Any other information required by law.

In addition to the above report, we will also mail you an annual report containing financial statements for the Separate Account and the designated investment company or companies or other designated portfolio(s) in which the Separate Account invests. The latter report will include a list of the portfolio securities of the investment company, or of any other designated portfolio, as required by the Investment Company Act of 1940. We will also send any other reports as required by federal securities law.

Policy Illustrations – Upon request we will give you a hypothetical illustration of the future benefits under this policy based upon both guaranteed and current cost factor assumptions. Such illustrations reflect assumptions about the policy's non-guaranteed elements and about how you will use the policy's options. Over time the policy's actual non-guaranteed elements, and your actual use of the policy's options, are likely to vary from the assumptions used in such illustrations. For these reasons, actual policy values will likely be more or less favorable than shown in such illustrations. We reserve the right to charge a fee not to exceed \$25 for each illustration in excess of one per policy year.

Juvenile Insured – This provision only applies if the Insured was under Age 18 on the Policy Date. Beginning when the Insured attains Age 18, you will have an opportunity to improve your policy's Risk Class as compared with the Risk Class that applied prior to Age 18. This may reduce the actual Cost of Insurance Charge that is deducted from your policy's Accumulated Value. At least 60 days prior to the Insured's Age 18, we will send to your last known address a notice of your right to apply for an improved Risk Class for the Insured of "Nonsmoker". In order to qualify for such improved Risk Class, you will be required to supply Evidence of Insurability. In order for such improved Risk Class to take effect at Age 18, you must make the Written Request prior to Age 18. If you do not request an improved Risk Class for the Insured, a Risk Class of "Smoker" will be assigned.

Basis of Values – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. A detailed statement showing how such values are determined has been filed with the insurance department in states that require such filing. To calculate the minimum required nonforfeiture values, we use the Fixed Account Guaranteed Interest Rate shown in the Policy Specifications or the rate required by your State and mortality rates from the 2001 CSO mortality tables using age nearest birthday. The rates we use are the same for both smokers and nonsmokers and are sex-distinct unless this policy is issued on a unisex basis, in which case male rates are used.

Ownership of Assets – We have the exclusive and absolute control of our assets, including all assets in the Separate or Variable Accounts.

Tax Qualification as Life Insurance – This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The policy, including any rider, benefit or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. **As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published final guidance on the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult your tax advisor, as there may be tax consequences.**

We will not accept a premium payment that would cause the policy to fail to qualify as a life insurance contract for federal tax purposes. If at any time the premiums paid under the policy exceed the amount allowable for such tax qualification, the excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustments in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including such interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit ever less than the minimum amount necessary to ensure or maintain such tax qualification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions that result from such Death Benefit increase, starting on the date that the increase is effective.

If you request a decrease in policy or rider benefits, it may cause a reduction in any applicable tax limits on premiums or cash values for the policy to maintain such tax qualification. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or cash values for the policy, exceed any such reduced limits, as determined under federal tax law, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a decrease in policy or rider benefits will be allowed to the extent that we determine that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

Modified Endowment Contract Tax Status – Unless and until you have given us a Written Request to accept a Modified Endowment Contract ("MEC") classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy.

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. If and while the provisions of this subsection apply to your policy, at no time shall the amount of death benefit under this policy ever be less than the minimum amount needed to avoid such MEC treatment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary (e.g., to the end of any MEC 7-year test period) so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to, an elective reduction in the Total Face Amount, a Death Benefit Option change that would cause a reduction in the Total Face Amount, and a withdrawal that would cause a reduction in the Total Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Total Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Total Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

Additional Services – While this policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, a Supplemental Schedule of Coverage will be mailed to your last known address.

Compliance – We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this policy is delivered. You have the right to refuse any such change.

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INDEXED FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE

- **Death Benefit Payable On The Death Of The Insured**
- **Net Cash Surrender Value Payable Upon Surrender**
- **Benefits May Vary Based On Investment Experience**
- **Adjustable Face Amount**
- **Non-Participating**

DOWNSIDE PROTECTION RIDER

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider provides for a minimum earnings benefit. At Rider Maturity, this Rider provides that your Policy's Accumulated Value will be equal to the greater of the Alternate Accumulated Value or the Policy's Accumulated Value immediately prior to Rider Maturity. Prior to Rider Maturity, the Rider guarantees that the Policy will not enter the Grace Period as long as either the Policy's Accumulated Value or the Alternate Accumulated Value, each less any outstanding Policy Debt, is sufficient to cover the Policy's Monthly Deduction on a Monthly Payment Date. Upon death of the Insured, this Rider may provide for a higher Death Benefit.

The Rider allows allocation to certain Investment Options, while providing minimum earnings protection at Rider Maturity. Rider benefits are subject to the requirements outlined in the Rider Provisions. The Alternate Accumulated Value at Rider Maturity may be expressed as premiums paid, less Policy loads, charges and withdrawals, increased at a level rate of interest, if any.

Alternate Accumulated Value – The Alternate Accumulated Value is a calculated value used for purposes of determining benefits under this Rider. The Alternate Accumulated Value cannot be calculated in advance because it is affected by the actual charges deducted.

The Policy's Alternate Accumulated Value is initially zero and is calculated on each Monthly Payment Date. The Alternate Accumulated Value calculated on any Monthly Payment Date is equal to:

- The Alternate Accumulated Value on the prior Monthly Payment Date,
- Plus the amount of any Net Premium received since the prior Monthly Payment Date;
- Minus any Additional Premium Load shown in the Policy Specifications,
- Minus the amount of any withdrawals since the prior Monthly Payment Date,
- Minus the Policy's actual Monthly Deduction on the Monthly Payment Date (excluding the Rider Charge for this Rider) and any other charges to the Policy since the prior Monthly Payment Date, and;
- With the result multiplied by the Alternate Accumulated Value Monthly Factor shown in the Policy Specifications.

In the event of a loan or withdrawal, we reserve the right to reduce the Alternate Accumulated Value such that the Alternate Accumulated Value less Policy Debt is reduced in the same proportion as the Policy's Accumulated Value less Policy Debt is reduced as a result of such loan or withdrawal.

Before the Rider Maturity Date, the Alternate Accumulated Value has no effect on the Policy's Accumulated Value and provides no minimum earnings. This Rider provides no guarantee of any particular interest rate or dollar amount. The Alternate Accumulated Value may be less than the Policy's Accumulated Value and may be less than the total premium paid.

Additional Premium Load – The Additional Premium Load Rate shown in the Policy Specifications is used only in the calculation of the Additional Premium Load for the purposes of determining the Alternate Accumulated Value.

The Additional Premium Load is calculated on each Premium received during the Policy years shown in the Policy Specifications. The Additional Premium Load is equal to the Additional Premium Load Rate multiplied by any premium amount in excess of the Rider Premium Allowance.

At the start of each Policy year, the Premium Allowance is set equal to the Average Premium during the Averaging Period. The Premium Allowance is then reduced by any premium received during the Policy year and increased by any withdrawals taken during the Policy year.

The Average Premium is equal to the Cumulative Premium divided by the number of years shown for the Averaging Period in the Policy Specifications. The Cumulative Premium is determined at the end of the Averaging Period and is equal to:

- The amount of all premiums received during the Averaging Period;
- Minus the amount of any withdrawals during the Averaging Period;
- Plus the Policy Debt at the beginning of the Averaging Period; and
- Minus the Policy Debt at the end of the Averaging Period.

Asset Allocation Requirement – To be eligible for this Rider, allocations to the Investment Options must be in an allowable Fixed or Variable Option or Options we designate. Not all Investment Options may be used with this Rider. The allowable Investment Options are evaluated periodically (generally, annually) to optimize the potential return for the level of risk intended for this Rider. As a result of the periodic analysis, the available allowable Investment Options for this Rider may change. This means your allocations, and potentially the underlying Variable Options, may change and your Accumulated Value may be reallocated to another allowable Investment Option. You may contact us to find out what Investment Options are available at any given time for the purpose of this requirement.

You need to determine which allowable individual Investment Options are best suited to your financial needs, investment time horizon, and willingness to accept investment risk. You should periodically review these factors with your registered representative to determine if you should change Investment Options to keep up with changes in your personal circumstances.

If any allocation is made to an Investment Option other than an eligible Investment Option, this Rider will terminate and we will send a Rider termination notice.

Death Benefit – While this Rider is in effect and if the Insured dies prior to Age 65 the greater of the Accumulated Value or the Alternate Accumulated Value will be used in the calculation of the Death Benefit that is payable. This resulting Death Benefit is used only to determine the amount that is payable upon the death of the insured, and is not used for any other purpose under the Policy or any Riders attached to it unless specifically provided for under such Policy or Rider.

Grace Period – This Rider modifies the Policy's Grace Period so that the Policy's Grace Period will begin when the greater of the Policy's Accumulated Value or the Alternate Accumulated Value, each less any Policy Debt, is insufficient to cover the Monthly Deduction on a Monthly Payment Date.

Minimum Premium Requirement – The Minimum Premium Requirement and Minimum Premium Date are shown in the Policy Specifications. Total premiums paid, less any Withdrawals and Policy Debt, must be at least the Minimum Premium Requirement and must be received by the Minimum Premium Date or the Rider Grace Period will begin.

Rider Grace Period – If the Minimum Premium Requirement is not met, we will send you a Rider Grace Period notice stating the amount of additional premium that you must pay to keep the Rider in force and the date, not less than sixty-one days after our mailing of the notice, by which we must receive such additional premium. If we have not received the additional premium by that date, this Rider will terminate and no further benefits will be provided by the Rider.

Rider Charge – There is a Rider Charge deducted monthly from the Accumulated Value as long as the Rider is in force. The maximum guaranteed monthly charge is equal to the Maximum Guaranteed Rider Monthly Charge Rate shown in the Policy Specifications multiplied by the Variable Accumulated Value on the Monthly Payment Date before the Monthly Deduction has been made, provided that the result will never be less than zero. The Rider Charge may be less than such maximum guaranteed monthly charge.

Rider Maturity – Rider Maturity occurs on the Rider Maturity Date, which you selected when you applied for your Policy. The Rider Maturity Date is shown in the Policy Specifications. Once selected, the Rider Maturity Date cannot be changed. When the Rider matures, we will set the Policy's Accumulated Value to be equal to the Alternate Accumulated Value, if the latter is larger, and any such difference will be allocated according to the most recent premium allocation instructions we have received from you. The Rider will terminate on the Rider Maturity Date unless you elect to renew the Rider.

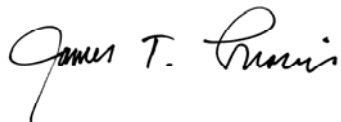
Rider Renewal – You may elect to renew this Rider at Rider Maturity. You must elect a new Rider Maturity Date for the renewed Rider based on the options available at the time you renew, provided that the new Rider Maturity Date is not at or beyond the Insured's Age 100. We must receive your Written Request to renew the Rider at least 30 days prior to Rider Maturity. Each specification for the renewed Rider, including the Rider Charge, may differ from the corresponding specification for the Rider, as shown on the Policy Specifications, before renewal. If you renew this Rider, the initial Alternate Accumulated Value will be equal to the Policy's Accumulated Value at the time of renewal. Thereafter, the renewed Rider will operate as described in this Rider except for the Minimum Premium Requirement. There is no Minimum Premium Requirement upon Rider Renewal. We will send you a Supplemental Schedule of Coverage upon Rider Renewal that will provide the specifications for the renewed Rider.

Termination – This Rider will end on the earliest of:

- Your Written Request;
- Termination of the Policy;
- Allocation of any portion of the Accumulated Value to an Investment Option other than a Fixed or Variable Option or Options we designate;
- The end of the Rider Grace Period if you have not paid sufficient premium to keep the Rider in force; or
- The Rider Maturity Date, unless you elect to renew the Rider.

Reinstatement – If the Policy lapses and is later reinstated, the Rider will not be reinstated.

Signed for Pacific Life Insurance Company,



Chairman and Chief Executive Officer



Secretary

[www.PacificLife.com]

[(800) 347-7787]

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

SECTIONS FOR OTHER COVERAGES

R12DPR DOWNSIDE PROTECTION RIDER

ADDITIONAL PREMIUM LOAD:

POLICY YEAR [27]	[5]%
POLICY YEAR [28]	[10]
POLICY YEAR [29]	[15]
POLICY YEAR [30]	[20]

ALTERNATE ACCUMULATED VALUE MONTHLY FACTOR: [1.0000000]

RIDER MATURITY DATE: [03-01-2016]

MINIMUM PREMIUM REQUIREMENT: [\$6,797.70]

MINIMUM PREMIUM DATE: [03-01-2013]

MAXIMUM GUARANTEED RIDER MONTHLY CHARGE RATE: [0.1]%

AVERAGING PERIOD: From Policy Year [1] through Policy Year [25]

SHORT-TERM NO-LAPSE GUARANTEE RIDER

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider guarantees that the Policy will continue in effect until the end of the No-Lapse Guarantee Period if you pay a premium by the beginning of each Policy month at least equal to one twelfth of the No-Lapse Guarantee Premium, and if you have taken no Policy loans or withdrawals, and if there have been no changes (scheduled or unscheduled) in coverage under this Policy. The Policy will also stay in effect under this Rider with other premium payment patterns and with other coverage amounts so long as the Short-Term No-Lapse Guarantee Condition, as described below, is satisfied.

No-Lapse Guarantee Period – is the time during which we guarantee the death benefit will remain In Force if the Short-Term No-Lapse Guarantee is in effect. The No-Lapse Guarantee Period is shown in the Policy Specifications. The No-Lapse Guarantee Period begins on the Policy Date and does not re-start if coverage is added or increased.

No-Lapse Guarantee Premium – is an amount used during the No-Lapse Guarantee Period to determine the No-Lapse Credit (see next section), which in turn is used to determine if the Short-Term No-Lapse Guarantee is in effect. The No-Lapse Guarantee Premium is expressed as an annual amount. The No-Lapse Guarantee Premium in effect as of the Policy Date is shown in the Policy Specifications. The No-Lapse Guarantee Premium may change as described in the "Changes in No-Lapse Guarantee Premium" section below.

No-Lapse Credit – is used to determine if the Short-Term No-Lapse Guarantee is in effect. It is calculated at the beginning of each Policy month during the No-Lapse Guarantee Period. The No-Lapse Credit as of the Policy Date, which is also the first Monthly Payment Date, is equal to the premium paid less one-twelfth of the No-Lapse Guarantee Premium. On any other Monthly Payment Date, the No-Lapse Credit is equal to:

- The No-Lapse Credit as of the prior Monthly Payment Date multiplied by i , where:
 - i = no greater than 1.00327374 if the No-Lapse Credit is negative; otherwise,
 - i = the Monthly Factor for Accumulation of the No-Lapse Credit shown in the Policy Specifications;
- Plus premiums received since the prior Monthly Payment Date;
- Less withdrawals taken since the prior Monthly Payment Date; and
- Less one-twelfth of the then current No-Lapse Guarantee Premium.

Net Accumulated Value – is the Policy Accumulated Value less Policy Debt.

Changes In No-Lapse Guarantee Premium – Any increase in Face Amount, scheduled or not, or addition or increase in coverage will cause an increase in the No-Lapse Guarantee Premium. A decrease in Face Amount or in other coverage will not cause a decrease in the No-Lapse Guarantee Premium. If the No-Lapse Guarantee Premium changes as a result of such change, we will inform you of the amount of the changed No-Lapse Guarantee Premium.

Short-Term No-Lapse Guarantee Condition – For the Short-Term No-Lapse Guarantee to be in effect, the No-Lapse Credit less Policy Debt must be equal to or greater than zero.

Catch-Up Amount – If the Short-Term No-Lapse Guarantee has become ineffective because the above condition has not been satisfied, the Short-Term No-Lapse Guarantee may be brought back into effect by paying the Catch-Up Amount. The Catch-Up Amount is equal to the amount of premium necessary after deduction of the Premium Load so that the No-Lapse Credit less Policy Debt is equal to zero.

Short-Term No-Lapse Guarantee Benefit – If the Short-Term No-Lapse Guarantee is in effect, and if your Policy would lapse in the absence of this Rider due to insufficient Net Accumulated Value, to cover the Monthly Deductions due, the Policy will not enter the grace period and will not lapse. Instead, the Policy will continue under the Short-Term No-Lapse Guarantee and it will stay In Force as long as you continue to meet the Short-Term No-Lapse Guarantee Condition.

Monthly Deductions Deficit – If the Policy is continued under the Short-Term No-Lapse Guarantee, then the Policy has no Net Accumulated Value from which Monthly Deductions can be collected. Any such uncollected amounts are accumulated without interest and the result is called the Monthly Deductions Deficit. Any net premium received when the Policy is continued under the Short-Term No-Lapse Guarantee will first be used to reduce the Monthly Deductions Deficit. After the Monthly Deductions Deficit is reduced to zero, any excess will be applied to the Accumulated Value, as described in your Policy. If you want to keep your Policy In Force at the end of the Guarantee Period, you must make a payment sufficient to reduce the Monthly Deductions Deficit to zero. In such case, any excess will then be applied to the Accumulated Value, as described in your Policy.

Other Riders Attached To Policy At Issue – If the Policy is continued under the Short-Term No-Lapse Guarantee, any attached Riders will continue or end according to their terms.

Reinstatement – If the Policy has lapsed and you later wish to reinstate it, you will need to satisfy the reinstatement conditions described in the Policy. Upon Policy reinstatement we will bring forward any Catch-Up Amount and any Monthly Deductions Deficit, without interest. Any Catch-Up Amount existing at the time of lapse will need to be paid upon Policy reinstatement if you wish the Short-Term No Lapse Guarantee Benefit provided under this Rider to be in effect.

Termination – This Rider will end on the earliest of:

- Your Written Request;
- If you add any Rider that has charges;
- The date when the No-Lapse Credit and the Net Accumulated Value are both less than zero; or
- At the end of the Guarantee Period.

Signed for Pacific Life Insurance Company,

 Chairman and Chief Executive Officer	 Secretary
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[(800) 347-7787]

SCHEDULED INCREASE RIDER

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider provides for Scheduled Increases in Face Amount on the Insured's life as long as:

- The Policy is In Force and this Rider has not terminated.
- We have approved such increase, if approval is required (see "Evidence of Financial Insurability May Be Required").

Each such increase is referred to in this Rider as a "Scheduled Increase", and is scheduled for a particular policy anniversary, as shown in the Policy Specifications. The Face Amount of each Coverage Layer contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This Rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider and the charges for any Scheduled Increase that may result from it are deducted from the Accumulated Value of the Policy.

Evidence of Financial Insurability May Be Required – Evidence of Financial Insurability ("Evidence") with respect to this Rider means financial documentation required by us at the time we evaluate the Scheduled Increase that is consistent with our financial underwriting standards and practices. Each Scheduled Increase may be subject to our approval based on the Evidence you provide at the time the Scheduled Increase is scheduled. If Evidence is required for one or more Scheduled Increases, the Policy Specifications for the Rider will so state. If Evidence is required, the Scheduled Increase will only occur if you provide the required Evidence at least 15 days before the Scheduled Increase is scheduled to occur, and only if we approve the Scheduled Increase by determining that the Evidence meets our financial underwriting standards and practices. If you fail to provide the required Evidence or if we determine that the Evidence you provide does not meet our financial underwriting standards and practices, we will not approve the Scheduled Increase and the Scheduled Increase will not take effect, provided that we may approve an increase for an amount less than the Scheduled Increase, in which case only the lesser amount will take effect.

Insured – As used in this Rider, the "Insured" means the individual covered under the Policy's Basic Life Coverage, as shown in the Policy Specifications.

Scheduled Increase Type – Each Scheduled Increase is an increase either to Basic Life Coverage or to term insurance coverage on the Insured provided by rider ("Term Coverage"), or to both Basic Life Coverage and Term Coverage. If there are Scheduled Increases that apply to Basic Life Coverage, they will be shown in a Table of Scheduled Increases in Basic Life Coverage shown in the Policy Specifications. When any such Basic Life Coverage goes into effect, it will become a part of, and be administered according to, the Policy. Likewise, if there are Scheduled Increases that apply to Term Coverage, they will be shown in a Table of Term Coverage shown in the Policy Specifications. When any such Term Coverage goes into effect, it will become a part of, and be administered according to, the rider to which Scheduled Increase applies, as shown in the Policy Specifications.

Charge for this Rider – On each Monthly Payment Date, there is a Rider Charge that will be part of the Policy's Monthly Deduction. The maximum Rider Charge is shown in the Policy Specifications and applies for the first twenty policy years. We may charge less than such maximum charge. The Rider Charge will apply whether or not a particular Scheduled Increase goes into effect and regardless of whether any Scheduled Increases stay in effect.

Charges for Scheduled Increases – Any Scheduled Increase that has gone into effect as a result of this Rider will have an associated Coverage Charge and Cost of Insurance Charge. The charges for

Scheduled Increases in Basic Life Coverage are described in the Policy. The charges for Scheduled Increases in Term Coverage are described in the rider, to which the Scheduled Increases apply.

Changes in Scheduled Increases – If you request a decrease or termination of any Coverage Layer that has already gone into effect or if you decline a Scheduled Increase that has been approved, or if you transfer ownership of the Policy to any person or entity without an insurable interest in the life of the Insured, all future Scheduled Increases will be forfeited and we will send you a Supplemental Schedule of Coverage to reflect the change. If we do not approve a Scheduled Increase that requires Evidence or if we approve an increase for an amount less than the full amount of the Scheduled Increase, we will also send you a Supplemental Schedule of Coverage to reflect the change, but in this case any future Scheduled Increases will not be forfeited.

Termination – This Rider will end on the earliest of:

- Your Written Request;
- The date the Rider or the Policy terminates; or
- The death of the Insured.

Reinstatement – If the Policy is reinstated, any Scheduled Increases that would have otherwise occurred when the Policy was lapsed will be forfeited. Scheduled Increases that are scheduled to occur after reinstatement will be handled as if the Policy had never lapsed.

Signed for Pacific Life Insurance Company,

	
Chairman and Chief Executive Officer	Secretary

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[(800) 347-7787]

POLICY NUMBER: [VF99999990]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

R12SR2 SCHEDULED INCREASE RIDER

[RIDER CHARGE:

\$5.08 PER MONTH]

POLICY SPECIFICATIONS
TABLE OF SCHEDULED INCREASES
IN BASIC LIFE COVERAGE

INSURED: [LELAND STANFORD]

FOR EACH SCHEDULED INCREASE IN BASIC
COVERAGE FIRST EFFECTIVE IN THE POLICY
YEAR SHOWN

TOTALS FOR ALL SCHEDULED INCREASES IN
BASIC LIFE COVERAGE THAT HAVE BECOME
EFFECTIVE BY THE POLICY YEAR SHOWN

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
[1	\$0	\$0	\$0
2	100,000	100,000	21.01
3	100,000	200,000	42.32
4	100,000	300,000	63.91
5	100,000	400,000	85.77
6	100,000	500,000	107.94
7	100,000*	600,000	130.48
8	100,000*	700,000	153.39
9	100,000*	800,000	176.68
10	100,000*	900,000	200.33
11	100,000*	1,000,000	224.40
12	0	1,000,000	224.40
13	0	1,000,000	224.40
14	0	1,000,000	224.40
15	0	1,000,000	224.40
16	0	1,000,000	224.40
17	0	1,000,000	224.40
18	0	1,000,000	224.40
19	0	1,000,000	224.40
20	0	1,000,000	224.40
21	0	1,000,000	224.40
22	0	1,000,000	225.09
23	0	1,000,000	226.50
24	0	1,000,000	228.66
25	0	1,000,000	231.59
26	0	1,000,000	235.32
27	0	1,000,000	239.87
28	0	1,000,000	245.27
29	0	1,000,000	251.55
30	0	1,000,000	258.74
31	0	1,000,000	266.87
32	0	1,000,000	275.29
33	0	1,000,000	283.99
34	0	1,000,000	292.98
35	0	1,000,000	302.28
36	0	1,000,000	311.89
37	0	1,000,000	321.83
38	0	1,000,000	332.11
39	0	1,000,000	342.73
40	0	1,000,000	353.71
41	0	1,000,000	365.07
42	0	1,000,000	376.81
43	0	1,000,000	388.95
44	0	1,000,000	401.50

* INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

POLICY SPECIFICATIONS

TABLE OF SCHEDULED INCREASES
IN BASIC LIFE COVERAGE, CONTINUED

INSURED:

[LELAND STANFORD]

FOR EACH SCHEDULED INCREASE IN BASIC
LIFE COVERAGE FIRST EFFECTIVE IN THE
POLICY YEAR SHOWNTOTALS FOR ALL SCHEDULED INCREASES IN
BASIC LIFE COVERAGE THAT HAVE BECOME
EFFECTIVE BY THE POLICY YEAR SHOWN

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
45	\$0	\$1,000,000	\$414.47
46	0	1,000,000	427.88
47	0	1,000,000	441.74
48	0	1,000,000	456.07
49	0	1,000,000	470.90
50	0	1,000,000	486.23
51	0	1,000,000	502.07
52	0	1,000,000	518.44
53	0	1,000,000	535.37
54	0	1,000,000	552.88
55	0	1,000,000	570.98
56	0	1,000,000	589.69
57	0	1,000,000	609.04
58	0	1,000,000	629.04
59	0	1,000,000	649.71
60	0	1,000,000	671.09
61	0	1,000,000	693.19
62	0	1,000,000	716.05
63	0	1,000,000	739.68
64	0	1,000,000	764.10
65	0	1,000,000	789.35
66	0	1,000,000	815.46
67	0	1,000,000	842.45
68	0	1,000,000	870.36
69	0	1,000,000	899.22
70	0	1,000,000	929.05
71	0	1,000,000	959.89
72	0	1,000,000	991.77
73	0	1,000,000	1024.73
74	0	1,000,000	1058.81
75	0	1,000,000	1094.05
76	0	1,000,000	1130.48
77	0	1,000,000	1168.15
78	0	1,000,000	1207.09
79	0	1,000,000	1247.35
80	0	1,000,000	1288.97
81	0	1,000,000	1332.01
82	0	1,000,000	1376.50
83	0	1,000,000	1422.50
84	0	1,000,000	1470.06
85	0	1,000,000	1519.22
86	0	1,000,000	1570.05
87+	0	1,000,000	0]

* INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE
REQUIRED.

POLICY SPECIFICATIONS
TABLE OF TERM COVERAGE APPLICABLE TO
ANNUAL RENEWABLE TERM ("ART") RIDER

INSURED: [LELAND STANFORD]

FOR TERM COVERAGE** EFFECTIVE IN
THE POLICY YEAR SHOWN

TOTALS FOR ANNUAL RENEWABLE
TERM ("ART") RIDER

POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
[1	\$100,000	\$100,000	\$22.65
2	100,000	200,000	22.65
3	100,000	300,000	30.06
4	100,000	400,000	30.06
5	100,000	500,000	30.06
6	100,000	600,000	30.06
7	100,000*	700,000	30.06
8	100,000*	800,000	30.06
9	100,000*	900,000	30.06
10	100,000*	1,000,000	30.06
11	100,000*	1,100,000	30.06
12	0	1,100,000	30.06
13	0	1,100,000	30.06
14	0	1,100,000	30.06
15	0	1,100,000	30.06
16	0	1,100,000	30.06
17	0	1,100,000	30.06
18	0	1,100,000	30.06
19	0	1,100,000	30.06
20	0	1,100,000	30.06
21	0	1,100,000	30.96
22	0	1,100,000	31.89
23	0	1,100,000	32.85
24	0	1,100,000	33.83
25	0	1,100,000	34.84
26	0	1,100,000	35.90
27	0	1,100,000	36.98
28	0	1,100,000	38.08
29	0	1,100,000	39.22
30	0	1,100,000	40.40
31	0	1,100,000	41.62
32	0	1,100,000	42.86
33	0	1,100,000	44.15
34	0	1,100,000	45.48
35	0	1,100,000	46.84
36	0	1,100,000	48.25
37	0	1,100,000	49.69
38	0	1,100,000	51.19
39	0	1,100,000	52.73
40	0	1,100,000	54.31
41	0	1,100,000	55.94
42	0	1,100,000	57.61
43	0	1,100,000	59.35
44	0	1,100,000	61.13

* INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

** OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES.

POLICY SPECIFICATIONS
TABLE OF TERM COVERAGE
APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER, CONTINUED

INSURED: [LELAND STANFORD]

FOR TERM COVERAGE ** EFFECTIVE IN THE POLICY YEAR SHOWN		TOTALS FOR ANNUAL RENEWABLE TERM ("ART") RIDER	
POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
45	\$0	\$1,100,000	\$62.96
46	0	\$1,100,000	64.85
47	0	\$1,100,000	66.80
48	0	\$1,100,000	68.81
49	0	\$1,100,000	70.87
50	0	\$1,100,000	73.00
51	0	\$1,100,000	75.19
52	0	\$1,100,000	77.44
53	0	\$1,100,000	79.78
54	0	\$1,100,000	82.16
55	0	\$1,100,000	84.64
56	0	\$1,100,000	87.18
57	0	\$1,100,000	89.80
58	0	\$1,100,000	92.49
59	0	\$1,100,000	95.26
60	0	\$1,100,000	98.12
61	0	\$1,100,000	101.07
62	0	\$1,100,000	104.11
63	0	\$1,100,000	107.23
64	0	\$1,100,000	110.46
65	0	\$1,100,000	113.77
66	0	\$1,100,000	117.19
67	0	\$1,100,000	120.71
68	0	\$1,100,000	124.33
69	0	\$1,100,000	128.07
70	0	\$1,100,000	131.91
71	0	\$1,100,000	135.87
72	0	\$1,100,000	139.95
73	0	\$1,100,000	144.15
74	0	\$1,100,000	148.47
75	0	\$1,100,000	152.94
76	0	\$1,100,000	157.52
77	0	\$1,100,000	162.25
78	0	\$1,100,000	167.13
79	0	\$1,100,000	172.14
80	0	\$1,100,000	177.31
81	0	\$1,100,000	182.64
82	0	\$1,100,000	188.13
83	0	\$1,100,000	193.77
84	0	\$1,100,000	199.59
85	0	\$1,100,000	205.58
86	0	\$1,100,000	211.75
87+	0	\$1,100,000	0]

* INCREASE IS NOT GUARANTEED. EVIDENCE OF FINANCIAL INSURABILITY WILL BE REQUIRED.

** OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES.

ANNUAL RENEWABLE TERM RIDER

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider provides additional coverage on the Insured under the Policy as long as the Policy is In Force and this Rider has not terminated. The Face Amount of this Rider contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This Rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider are deducted from the Accumulated Value of the Policy. This Rider does not have cash values.

Insured – As used in this Rider, the "Insured" means the individual covered under the Policy's Basic Life Coverage, as shown in the Policy Specifications.

Rider Coverage Layer – is a layer of insurance coverage under this Rider. There may be one or more Rider Coverage Layers. Any elective increase in Rider Face Amount will comprise a new Rider Coverage Layer. Each Rider Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Rider Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Rider Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Rider Face Amount – The Face Amount of this Rider is the sum of the Face Amounts of all Rider Coverage Layers under this Rider.

Elective Increases in Rider Face Amount – Elective increases in the Face Amount of this Rider are increases that you apply for after the Rider has been issued. Not all policies allow for such increases. If the Policy allows elective increases in Face Amount, then increases in this Rider are also allowed.

You may submit an application to increase the Rider Face Amount. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Rider Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit increases to one per policy year and to charge a fee, not to exceed \$100, to evaluate insurability. Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Rider Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase; and
- If the Guideline Premium Test is used, the new Guideline Premiums.

Decrease in Rider Face Amount – You may decrease the Rider Face Amount, subject to the provisions in the Policy. If there are Coverage Layers with the same effective date, they will be decreased or eliminated in the following order:

- First, the Face Amount of this Rider will be decreased or eliminated;
- Then, the Face Amount of any other Rider that contributes to the Total Face Amount will be decreased or eliminated; and
- Finally, the Face Amount of Basic Life Coverage under the Policy will be decreased.

Charge for this Rider – On each Monthly Payment Date prior to the Monthly Deduction End Date, there is a charge for this Rider equal to the sum of:

- The Rider Coverage Charge or the Rider Preferred Coverage Charge; and
- The Rider Cost of Insurance Charge.

Such charges may vary by Class, and for the purpose of this Rider, Class includes the Policy form to which this Rider is attached. The charges described here are maximum charges we guarantee as shown in the Policy Specifications. We may charge less than these maximum charges. Any lesser charge will apply uniformly to all members of the same Class.

Rider Coverage Charge – The Coverage Charge for this Rider is the sum of the Coverage Charge for each Rider Coverage Layer. The Coverage Charge for the initial Rider Coverage Layer will not exceed the Coverage Charge or Rider Preferred Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Rider Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Rider Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Rider Coverage Layer is decreased.

Preferred Coverage Charge – When the Minimum Premium For Basic Life Coverage Charge shown in the Policy Specifications is met, the Rider Preferred Coverage Charge will be used instead of the Rider Coverage Charge for the initial Rider Coverage Layer. The maximum Rider Preferred Coverage Charge and the policy years it is available for the initial Rider Coverage Layer are shown in the Policy Specifications.

The Rider Preferred Coverage Charge will not be used for any increases in Rider Coverage Layer. The Rider Preferred Coverage Charge will not decrease even if the Face Amount of the associated Rider Coverage Layer is decreased.

Rider Cost of Insurance Charge – The Cost of Insurance Charge for this Rider is the sum of the Cost of Insurance Charge for each Rider Coverage Layer. The Cost of Insurance Charge for each Rider Coverage Layer will not exceed (1) multiplied by (2), where:

- (1) is the Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
(2) is the Net Amount at Risk allocated to the Coverage Layer.

The Maximum Monthly Cost of Insurance Rate is shown in the Policy Specifications. The Net Amount at Risk is allocated proportionately to each Coverage Layer, including each Coverage Layer of other Riders that contribute to the Total Face Amount and each Coverage Layer of Basic Life Coverage under the Policy, according to Face Amount.

Conversion – This Rider is not convertible.

Termination – This Rider will terminate on the earlier of:

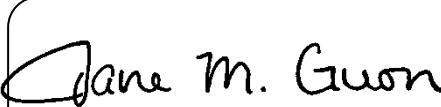
- Your Written Request;
- The date the Rider or the Policy terminates; or
- The death of the Insured.

Reinstatement – If the Policy is reinstated under its Reinstatement provision, this Rider is also eligible to be reinstated.

Signed for Pacific Life Insurance Company,



Chairman and Chief Executive Officer



Secretary

[www.PacificLife.com]

[(800) 347-7787]

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER GUARANTEED ISSUE

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER GUARANTEED ISSUE

CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

TABLE OF TERM COVERAGE APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
GUARANTEED ISSUE

INSURED:		LELAND STANFORD		
FOR TERM COVERAGE * FIRST EFFECTIVE IN THE POLICY YEAR SHOWN		TOTALS FOR ANNUAL RENEWABLE TERM ("ART") RIDER		
POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE	PREFERRED COVERAGE CHARGE
1	\$100,000	\$100,000	\$19.51	\$19.51
2	0	100,000	22.65	19.51
3	0	100,000	22.65	19.51
4	0	100,000	22.65	19.51
5	0	100,000	22.65	19.51
6	0	100,000	22.65	19.51
7	0	100,000	22.65	19.51
8	0	100,000	22.65	19.51
9	0	100,000	22.65	19.51
10	0	100,000	22.65	19.51
11	0	100,000	19.51	
12	0	100,000	19.51	
13	0	100,000	19.51	
14	0	100,000	19.51	
15	0	100,000	19.51	
16	0	100,000	19.51	
17	0	100,000	19.51	
18	0	100,000	19.51	
19	0	100,000	19.51	
20	0	100,000	24.39	
21	0	100,000	25.28	
22	0	100,000	26.21	
23	0	100,000	27.16	
24	0	100,000	28.16	
25	0	100,000	29.18	
26	0	100,000	30.25	
27	0	100,000	31.35	
28	0	100,000	32.50	
29	0	100,000	33.68	
30	0	100,000	34.91	
31	0	100,000	36.19	
32	0	100,000	37.51	
33	0	100,000	38.87	
34	0	100,000	40.29	
35	0	100,000	41.76	
36	0	100,000	43.29	
37	0	100,000	44.87	
38	0	100,000	46.51	
39	0	100,000	48.20	
40	0	100,000	49.96	
41	0	100,000	51.79	
42	0	100,000	53.68	
43	0	100,000	55.64	
44	0	100,000	57.67	

* OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

TABLE OF TERM COVERAGE APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
GUARANTEED ISSUE

INSURED:		LELAND STANFORD		
FOR TERM COVERAGE * FIRST EFFECTIVE IN THE POLICY YEAR SHOWN		TOTALS FOR ANNUAL RENEWABLE TERM ("ART") RIDER		
POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE	PREFERRED COVERAGE CHARGE
45	\$100,000	\$100,000	\$59.77	
46	0	100,000	61.95	
47	0	100,000	64.22	
48	0	100,000	66.56	
49	0	100,000	68.99	
50	0	100,000	71.51	
51	0	100,000	74.12	
52	0	100,000	76.82	
53	0	100,000	79.63	
54	0	100,000	82.53	
55	0	100,000	85.54	
56	0	100,000	88.67	
57	0	100,000	91.90	
58	0	100,000	95.26	
59	0	100,000	98.73	
60	0	100,000	102.34	
61	0	100,000	106.07	
62	0	100,000	109.94	
63	0	100,000	113.96	
64	0	100,000	118.12	
65	0	100,000	122.43	
66	0	100,000	126.90	
67	0	100,000	131.53	
68	0	100,000	136.33	
69	0	100,000	141.30	
70	0	100,000	146.46	
71	0	100,000	151.81	
72	0	100,000	157.35	
73	0	100,000	163.09	
74	0	100,000	169.05	
75	0	100,000	175.22	
76	0	100,000	181.61	
77	0	100,000	188.24	
78	0	100,000	195.11	
79	0	100,000	202.23	
80	0	100,000	209.61	
81	0	100,000	217.26	
82	0	100,000	225.19	
83	0	100,000	233.41	
84	0	100,000	241.93	
85	0	100,000	250.76	
86	0	100,000	259.92	
87+	0	100,000	0	

* OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

SVER TERM INSURANCE-2 RIDER

This Rider ("Rider") becomes a part of the policy to which it is attached ("the Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider provides term insurance on the Insured under the Policy as long as the Policy is In Force and this Rider has not terminated. The Face Amount of this Rider contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider are deducted from the Accumulated Value of the Policy.

Insured – As used in this Rider, the "Insured" means the individual covered under the Policy's Basic Life Coverage, as shown in the Policy Specifications.

Rider Coverage Layer – is a layer of insurance coverage under this Rider. There may be one or more Rider Coverage Layers. Any elective increase in Rider Face Amount will comprise a new Rider Coverage Layer. Each Rider Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Rider Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Rider Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time to your last known address.

Rider Face Amount – The Face Amount of this Rider is the sum of the Face Amounts of all Rider Coverage Layers.

Elective Increases in Rider Face Amount – Elective increases in the Face Amount of this Rider are increases that you apply for after the Policy has been issued. Not all policies allow for such increases. If the Policy allows elective increases in Face Amount, then increases in this Rider are also allowed.

You may submit an application to increase the Rider Face Amount. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Rider Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit increases to one per policy year and to charge a fee, not to exceed \$100, to evaluate insurability. Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Rider Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase; and
- If the Guideline Premium Test is used, the new Guideline Premiums.

Decrease in Rider Face Amount – You may decrease the Rider Face Amount, subject to the provisions in the Policy. If there are Coverage Layers with the same effective date, they will be decreased or eliminated in the following order:

- First, the Face Amount of any other Rider that contributes to the Total Face Amount will be decreased or eliminated;
- Then, the Face Amount of this Rider will be decreased or eliminated; and
- Finally, the Face Amount of Basic Life Coverage under the Policy will be decreased.

Charge for this Rider – On each Monthly Payment Date prior to the Monthly Deduction End Date, there is a charge for this Rider equal to the sum of the Rider Coverage Charge and the Rider Cost of Insurance

Charge. Such charges may vary by Class, and for the purpose of this Rider, Class includes the Policy form to which this Rider is attached.

Rider Coverage Charge – The Coverage Charge for this Rider is the sum of the Coverage Charge for each Rider Coverage Layer. The Coverage Charge for the initial Rider Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Rider Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Rider Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Rider Coverage Layer is decreased.

Rider Cost of Insurance Charge – The Cost of Insurance Charge for this Rider is the sum of the Cost of Insurance Charge for each Rider Coverage Layer. The Cost of Insurance Charge for each Rider Coverage Layer is equal to (1) multiplied by (2), where:

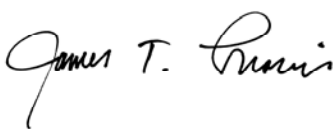
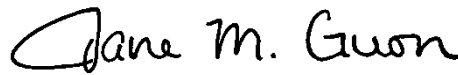
- (1) Is the Maximum Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
- (2) Is the Net Amount at Risk allocated to the Coverage Layer.

The Net Amount at Risk is allocated proportionately to each Coverage Layer, including each Coverage Layer of other Riders that contribute to the Total Face Amount and each Coverage Layer of Basic Life Coverage under the Policy, according to Face Amount.

Termination Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

- Your Written Request; or
- The date the Policy ceases to be In Force.

Signed for Pacific Life Insurance Company,

 Chairman and Chief Executive Officer	 Secretary
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[www.PacificLife.com]

[(800) 347-7787]

POLICY NUMBER: AAAAAAAAAAAAA

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

SECTIONS FOR OTHER COVERAGES

R12SV2 SVER TERM INSURANCE-2 RIDER

FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER

INSURED:

LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	\$0.00
2	18.21
3	27.32
4	27.32
5	27.32
6	27.32
7	27.32
8	27.32
9	27.32
10	27.32
11	27.32
12	27.32
13	27.32
14	27.32
15	27.32
16	27.32
17	27.32
18	27.32
19	27.32
20	27.32
21	28.14
22	28.99
23	29.86
24	30.75
25	31.67
26	32.63
27	33.61
28	34.61
29	35.65
30	36.72
31	37.83
32	38.96
33	40.13
34	41.34
35	42.58
36	43.86
37	45.17
38	46.53
39	47.93
40	49.37
41	50.85
42	52.37
43	53.95
44	55.57

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$57.23
46	58.95
47	60.72
48	62.55
49	64.42
50	66.36
51	68.35
52	70.40
53	72.52
54	74.69
55	76.94
56	79.25
57	81.63
58	84.08
59	86.60
60	89.20
61	91.88
62	94.64
63	97.48
64	100.41
65	103.42
66	106.53
67	109.73
68	113.02
69	116.42
70	119.91
71	123.51
72	127.22
73	131.04
74	134.97
75	139.03
76	143.20
77	147.50
78	151.93
79	156.49
80	161.19
81	166.03
82	171.02
83	176.15
84	181.44
85	186.89
86	192.50
87+	0

SVER TERM INSURANCE RIDER-CORPORATE

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider provides term insurance on the Insured under the Policy as long as the Policy is In Force and this Rider has not terminated. The Face Amount of this Rider contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider are deducted from the Accumulated Value of the Policy.

If you surrender your Policy, this Rider also increases the Policy's Net Cash Surrender Value by a Termination Credit as described below, unless either of the following is true:

- The Policy is being surrendered in connection with the purchase of a replacement life insurance Policy including, but not limited to, a replacement intended to qualify as a tax free exchange under Code section 1035; or
- The Owner of the Policy at the time of surrender is a life insurance company and is different than the original Owner.

Insured – As used in this Rider, the "Insured" means the individual covered under the Policy's Basic Life Coverage, as shown in the Policy Specifications.

Rider Coverage Layer – is a layer of insurance coverage under this Rider. There may be one or more Rider Coverage Layers. Any elective increase in Rider Face Amount will comprise a new Rider Coverage Layer. Each Rider Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Rider Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Rider Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time to your last known address.

Rider Face Amount – The Face Amount of this Rider is the sum of the Face Amounts of all Rider Coverage Layers.

Elective Increases in Rider Face Amount – Elective increases in the Face Amount of this Rider are increases that you apply for after the Policy has been issued. You may submit an application to increase the Rider Face Amount. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Rider Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit increases to one per policy year and to charge a fee, not to exceed \$100, to evaluate insurability. Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Rider Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase; and
- If the Guideline Premium Test is used, the new Guideline Premiums.

Decrease in Rider Face Amount – You may decrease the Rider Face Amount, subject to the provisions in the Policy. If there are Coverage Layers with the same effective date, they will be decreased or eliminated in the following order:

- First, the Face Amount of any other Rider that contributes to the Total Face Amount will be decreased or eliminated;
- Then, the Face Amount of this Rider will be decreased or eliminated; and
- Finally, the Face Amount of Basic Life Coverage under the Policy will be decreased.

Charge for this Rider – On each Monthly Payment Date prior to the Monthly Deduction End Date, there is a charge for this Rider, which is the sum of:

- The Rider Coverage Charge; and
- The Rider Cost of Insurance Charge; and
- The Termination Credit Charge.

Such charges may vary by Class, and for the purpose of this Rider, Class includes the Policy form to which this Rider is attached.

Rider Coverage Charge – The Coverage Charge for this Rider is the sum of the Coverage Charge for each Rider Coverage Layer. The Coverage Charge for the initial Rider Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Rider Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to your last known address when the Coverage Layer is added. This charge is based on the Face Amount of the Rider Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Rider Coverage Layer is decreased.

Rider Cost of Insurance Charge – The Cost of Insurance Charge for this Rider is the sum of the Cost of Insurance Charge for each Rider Coverage Layer. The Cost of Insurance Charge for each Rider Coverage Layer is equal to (1) multiplied by (2), where:

- (1) Is the Maximum Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
- (2) Is the Net Amount at Risk allocated to the Coverage Layer.

The Net Amount at Risk is allocated proportionately to each Coverage Layer, including each Coverage Layer of other Riders that contribute to the Total Face Amount and each Coverage Layer of Basic Life Coverage under the Policy, according to Face Amount.

Termination Credit Charge – The Termination Credit Charge is shown in the Policy Specifications, and continues until the end of the Termination Credit Charge Period shown in the Policy Specifications.

Termination Credit – The Termination Credit equals the sum of Termination Credit Part 1 plus Termination Credit Part 2, unless the Termination Credit Part 1 is zero, in which case the Termination Credit Part 2 will also be zero.

Termination Credit Part 1 equals A multiplied by B, where:

A = the Termination Credit Percentage as described below; and
B = the Termination Credit Basis as described below.

Termination Credit Part 2 equals the greater of zero and C multiplied by D multiplied by [E minus (F divided by G)], where:

C = the Termination Credit Factor shown in the Policy Specifications;
D = the lesser of 60 and the number of whole policy months that have elapsed since the Policy Date;
E = the Maximum Annual Termination Credit Basis, as shown in the Policy Specifications;
F = the sum of premiums paid; and
G = 1 plus the number of whole policy years elapsed since the Policy Date.

Termination Credit Percentage – The Termination Credit Percentage is used to calculate the Termination Credit. The initial Termination Credit Percentage schedule is shown in the Policy Specifications. We may reduce the schedule of Termination Credit Percentages, and even reduce such percentages to zero, but not until at least 30 days after we have sent you revised Policy Specifications pages that show the reduced Termination Credit Percentages. Any such reduced schedule of Termination Credit Percentages will apply uniformly to all members of the same Class.

Termination Credit Basis – The Termination Credit Basis is an amount used to calculate the Termination Credit and is the dollar amount to which the percentage previously described is applied. The Termination Credit Basis is the lesser of [(a) minus (c)] or [(b) minus (c)], where:

- (a) Is the total amount of premiums actually paid on the Policy;
- (b) Is the Maximum Annual Termination Credit Basis, as shown in the Policy Specifications, multiplied by 1 plus the number of whole policy years elapsed since the Policy Date; and
- (c) Is the total amount of any withdrawals.

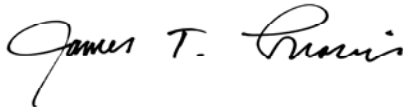
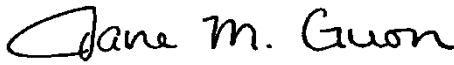
Minimum Death Benefit – While this Rider is in force, the Minimum Death Benefit of the Policy will be as follows:

- If the Policy's Death Benefit Qualification Test is the Cash Value Accumulation Test, then the Minimum Death Benefit will be no less than the greater of the minimum amount we determine to be required for this Policy to qualify as a life insurance contract under the Code, or 101% of the sum of the Accumulated Value and the Termination Credit; or
- If the Policy's Death Benefit Qualification Test is the Guideline Premium Test, then the Minimum Death Benefit will be no less than the Death Benefit Percentage for the Age of the Insured as described in the Policy multiplied by the sum of the Accumulated Value and the Termination Credit.

Termination Dates – This Rider will terminate on the earlier of:

- Your Written Request; or
- The date the Policy ceases to be In Force.

Signed for Pacific Life Insurance Company,

 Chairman and Chief Executive Officer	 Secretary
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[(800) 347-7787]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

SECTIONS FOR OTHER COVERAGES

R12SVC	SVER TERM INSURANCE RIDER-CORPORATE
FACE AMOUNT:	\$100,000
INSURED:	LELAND STANFORD
SEX AND AGE:	MALE 35
RISK CLASS:	STANDARD NONSMOKER

TERMINATION CREDIT

MONTHLY TERMINATION CREDIT CHARGE: \$5.04
 TERMINATION CREDIT CHARGE PERIOD: 5 YEARS
 MAXIMUM ANNUAL TERMINATION CREDIT BASIS: \$4,197.83

POLICY YEAR	TERMINATION CREDIT FACTOR
1 – 5	0.12%
6+	0%

POLICY YEAR	POLICY MONTH	TERMINATION CREDIT PERCENTAGE
[1	1	2.50%
1	2	3.00%
1	3	3.50%
1	4	4.00%
1	5	4.50%
1	6	5.00%
1	7	5.50%
1	8	6.00%
1	9	6.50%
1	10	7.00%
1	11	7.50%
1	12	8.00%
2	1 - 12	7.25%
3	1 - 12	6.75%
4	1 - 12	6.00%
5	1 - 12	5.25%
6	1 - 12	4.75%
7	1 - 12	4.00%
8	1 - 12	3.25%
9	1 - 12	2.75%
10	1 - 12	2.00%
11	1 - 12	1.25%
12	1 - 12	0.75%
13+	1 - 12	0.00%]

TABLE OF COST OF INSURANCE RATES
FOR SVR TERM INSURANCE RIDER-CORPORATE

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

TABLE OF COST OF INSURANCE RATES
FOR SVER TERM INSURANCE RIDER-CORPORATE
CONTINUED

INSURED: LELAND STANFORD

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER-CORPORATE

INSURED:

LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
1	0.00
2	29.00
3	43.50
4	43.50
5	43.50
6	43.50
7	43.50
8	43.50
9	43.50
10	43.50
11	43.50
12	43.50
13	43.50
14	43.50
15	43.50
16	43.50
17	43.50
18	43.50
19	43.50
20	43.50
21	44.54
22	45.61
23	46.70
24	47.81
25	48.95
26	50.12
27	51.32
28	52.54
29	53.80
30	55.08
31	56.40
32	57.74
33	59.12
34	60.53
35	61.98
36	63.46
37	64.97
38	66.52
39	68.11
40	69.74
41	71.40
42	73.11
43	74.85
44	76.64

TABLE OF MAXIMUM MONTHLY COVERAGE CHARGES
FOR SVER TERM INSURANCE RIDER-CORPORATE
CONTINUED

INSURED: LELAND STANFORD

POLICY YEAR	COVERAGE CHARGE
45	\$78.47
46	80.34
47	82.26
48	84.22
49	86.24
50	88.29
51	90.40
52	92.56
53	94.77
54	97.03
55	99.35
56	101.72
57	104.15
58	106.64
59	109.18
60	111.79
61	114.46
62	117.19
63	119.99
64	122.85
65	125.79
66	128.79
67	131.86
68	135.01
69	138.24
70	141.54
71	144.92
72	148.38
73	151.92
74	155.54
75	159.26
76	163.06
77	166.95
78	170.94
79	175.02
80	179.20
81	183.48
82	187.86
83	192.34
84	196.94
85	201.64
86	206.45
87+	0]

ACCELERATED DEATH BENEFIT RIDER FOR CHRONIC ILLNESS

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy") as of the Policy Date and covers only the person named as the Insured in the Policy Specifications. The Application and premium put this Rider in force as of the Policy Date. A copy of the Application is attached. If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

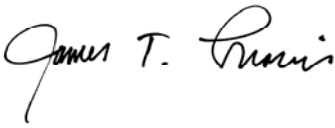
This Rider provides prepayment to the Owner of a portion of the Death Benefit when written proof that the Insured has been certified as a Chronically Ill Individual and the conditions described in this Rider are met. Each Chronic Illness Benefit represents a portion of the Death Benefit after applying a Reduction Factor as described in this Rider and is subject to the minimum and maximum amounts as described herein.

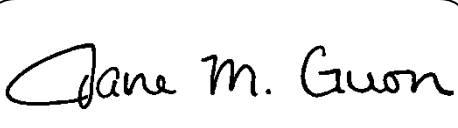
Disclosure – Accelerated death benefits for chronically ill individuals may affect eligibility for, or amounts of, other benefits provided by federal, state, or local government. Payments of accelerated death benefits provided by this Rider are intended to qualify as death benefits under section 101(g) of the Internal Revenue Code. The federal, state, or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consequently, advice and guidance should be obtained from a personal tax advisor prior to the receipt of any accelerated death benefit payments.

Payment of an Accelerated Death Benefit under this rider will reduce the death benefit, cost of insurance charges, and other values under the policy. Further, the premium limitations and death benefits required for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Code will also be affected.

[STATE Department of Insurance: (XXX) XXX-XXXX]

Signed for Pacific Life Insurance Company,


Chairman and Chief Executive Officer


Secretary

[www.PacificLife.com]

[(800) 347-7787]

DEFINITIONS

Activities of Daily Living – means the following self-care functions:

Bathing – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Toileting – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – Moving into or out of a bed, chair or wheelchair.

Annual Per Diem Limitation – means the Per Diem Limitation as declared by the Internal Revenue Service on the date the Chronic Illness Benefit Proceeds are effective, multiplied by the Maximum Per Diem Limit Percentage, then multiplied by 365.

Chronic Illness – is the status of an Insured that has been certified to be a Chronically Ill Individual.

Chronically Ill Individual – means the Insured has been certified in writing by a Licensed Health Care Practitioner as:

- Being unable to perform (without Substantial Assistance from another individual) at least two Activities of Daily Living due to a loss of functional capacity and the condition is expected to be permanent; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment and the condition is expected to be permanent.

A Chronically Ill Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

Coverage Layer – is a Basic Life Coverage Layer, a Basic Coverage Layer, or a layer of insurance coverage on the Insured under an optional rider.

Death Benefit – means the Death Benefit, as defined in the Policy.

Hands-On Assistance – means physical assistance (minimal, moderate or maximal) without which the individual would not be able to perform an Activity of Daily Living.

Insured – The person covered under the base Policy to which this Rider is attached. This term does not include other persons covered under other riders which are part of the Policy.

Initial Eligible Amount – The Initial Eligible Amount is the lesser of the Maximum Lifetime Accelerated Death Benefit or the Death Benefit, as described in the Policy, on the date the initial request for a Chronic Illness Benefit is effective.

Licensed Health Care Practitioner – means a physician, as defined in sub-section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States. A Licensed Health Care Practitioner must reside in the United States, and does not include yourself or anyone who is an immediate family member.

Maximum Lifetime Accelerated Death Benefit – This is the maximum amount of Death Benefit that you can accelerate under this Rider during the lifetime of the Insured. The Maximum Lifetime Accelerated Death Benefit is shown on the Policy Specifications.

Monthly Per Diem Limitation – means the Per Diem Limitation as declared by the Internal Revenue Service on the date the Chronic Illness Benefit Proceeds are effective, multiplied by the Maximum Per Diem Limit Percentage, then multiplied by 30.

Severe Cognitive Impairment – means a deficiency in an individual's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

Standby Assistance – means the presence of another person, within arm's reach of the Insured, which is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

Substantial Assistance – means either Hands-on Assistance or Standby Assistance.

Substantial Supervision – means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to the Insured's health or safety (including, but not limited to, such threats as may result from wandering.)

Total Face Amount – means the Total Face Amount, as defined in the Policy.

BENEFIT ELIGIBILITY

Eligibility – In order to receive this benefit, the following conditions must be satisfied:

1. This benefit is only available to the Owner of this Policy upon Written Request on a form provided by us while the policy is In Force. We shall provide such claim form within 15 days of your request for an accelerated death benefit payment. If the claim form is not furnished within 15 days, it is considered that you have complied with the claim form requirements if you provide written proof covering the occurrence, the character and the extent of the occurrence for which claim is made.
2. To qualify for this benefit, the Insured's certification must state that the Chronic Illness is expected to be permanent.
3. We must receive written consent of any assignee of record named under the Policy or any irrevocable beneficiary named under the Policy.
4. This benefit is not available if the law requires the benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or a government agency requires the benefit in order to apply for, obtain, or keep a government benefit or entitlement.
5. This benefit is not available for a Chronically Ill Insured whose illness results from attempted suicide, or intentionally self-inflicted injury.
6. Chronic Illness Benefits are payable immediately upon receipt of due written proof that the Insured is a Chronically Ill Individual and meets the conditions of this Rider.

For each Chronic Illness Benefit requested we must receive written certification from a Licensed Health Care Practitioner that the Insured is Chronically Ill. We reserve the right to obtain at any time an additional opinion of the Insured's condition from a Licensed Health Care Practitioner at our expense. Should this opinion differ from that of the Insured's Licensed Health Care Practitioner, eligibility for benefits will be determined by a third Licensed Health Care Practitioner who is mutually acceptable to the Owner and us.

ACCELERATED DEATH BENEFIT VALUES

Chronic Illness Benefit – If the insured qualifies as a Chronically Ill Individual and meets the Eligibility conditions of this Rider, you may submit a Written Request for a Chronic Illness Benefit on a form provided by us. Only one request may be made in a twelve month period. The request should include the following information:

- The amount of Chronic Illness Benefit requested; and
- Payment on an annual or monthly basis.

At the time of each benefit payment, we will do the following:

- Verify that the Policy is not in the Grace Period. If it is, the benefit payment will be reduced by the amount needed to pay any portion of the Monthly Deduction due;
- Limit the Chronic Illness Benefit to the Maximum Annual Benefit Amount or Maximum Monthly Benefit Amount, as applicable;
- Calculate the Chronic Illness Benefit Proceeds; and
- Reduce Policy and Rider values as described herein.

If your policy has an accidental death rider, the accidental death benefit amount is not eligible for acceleration under the terms of this Rider.

Chronic Illness Benefit Option – At the time of your Written Request, you may elect a Chronic Illness Benefit on an annual or monthly basis. If you provide no such election, we will pay the Chronic Illness Benefit as an annual payment.

Chronic Illness Benefit Proceeds – This is the amount payable upon request under this Rider. It is equal to the Chronic Illness Benefit reduced by an amount equal to the Policy Debt prior to the benefit payment multiplied by the Acceleration Percentage.

To Whom We Will Pay Benefits – All benefits will be payable to the Owner or the Owner's estate while the Insured is still living, unless otherwise assigned or designated by the Owner, subject to any required acknowledgment of concurrence for payout. We will be discharged to the extent of any such payment made in good faith.

Election of Annual Benefit Proceeds – If you elect an Annual Benefit, we will provide you with one lump-sum payment. The following will apply:

1. Your request for an annual Chronic Illness Benefit may not be less than \$5,000; and
2. The Chronic Illness Benefit will never be greater than the Maximum Annual Benefit Amount.

Maximum Annual Benefit Amount – The Maximum Annual Benefit Amount is the lesser of:

- The Annual Per Diem Limitation; or
- The Reduction Factor multiplied by the Eligible Accelerated Annual Death Benefit.

Eligible Accelerated Annual Death Benefit – As of the benefit payment date, the Eligible Accelerated Annual Death Benefit is the lesser of the following values:

- 24% of the Initial Eligible Amount; or
- The excess of the Maximum Lifetime Accelerated Death Benefit over the Total Accelerated Death Benefit, or;
- The Death Benefit.

Election of Monthly Benefit Proceeds – If you elect a Monthly Benefit, we will pay the Chronic Illness Benefit up to the Maximum Monthly Benefit over a 12 month period. The following will apply:

1. Your request for monthly Chronic Illness Benefit may not be less than \$500;
2. Only one request may be made in a twelve month period;
3. The Chronic Illness Benefit will never be greater than the Maximum Monthly Benefit;
4. You may not change the amount of the requested benefit payment; and
5. You may choose to suspend payments for the remainder of the year.

Maximum Monthly Benefit Amount – The Maximum Monthly Benefit Amount as of each payment date is the lesser of:

- Monthly Per Diem Limitation; or
- The Reduction Factor multiplied by the Eligible Accelerated Monthly Death Benefit.

Eligible Accelerated Monthly Death Benefit – As of each benefit payment date, the Eligible Accelerated Monthly Death Benefit is the lesser of the following values:

- 2% of the Initial Eligible Amount; or
- The excess of the Maximum Lifetime Accelerated Death Benefit over the Total Accelerated Death Benefit; or
- The Death Benefit.

Total Accelerated Death Benefit – This is the sum of all Death Benefit amounts that have been accelerated under this Rider. The Total Accelerated Death Benefit is equal to zero at the date of issue of this Rider.

At the time each Chronic Illness Benefit is paid, the Total Accelerated Death Benefit is increased by an amount equal to the Chronic Illness Benefit divided by the Reduction Factor.

Death of the Insured – If the Insured dies and we receive written notice of the death at our Administrative Office before Chronic Illness Benefits are paid, the Death Benefit will not be accelerated and no such payments will be made. However, any payment made by us prior to receiving written notice of the Insured's death at our Administrative Office is effective and will reduce the Death Benefit Proceeds payable under the Policy.

Death Benefit Proceeds are paid according to the terms of the Policy to which this Rider is attached. Any Chronic Illness Benefit Proceeds, plus any required interest, paid by us after the date of death will reduce the Death Benefit Proceeds.

Reduction Factor – A Reduction Factor will be calculated for each Chronic Illness Benefit and is equal to {the sum of (a) plus (b)} divided by (c), where:

- a) Is equal to 100% of the Cash Surrender Value;
- b) Is equal to the CIR Factor times the results of the Death Benefit less the greater of zero or the Accumulated Value; and
- c) Is the Death Benefit.

Chronic Illness Risk Factor – The Chronic Illness Risk Factor (CIR Factor) will vary based on the Insured's attained Age, gender and Risk Class, as well as the Accelerated Death Benefit Interest Rate and a mortality table for disabled lives declared by us.

Accelerated Death Benefit Interest Rate – The Accelerated Death Benefit Interest Rate will not exceed the greater of:

- a) The current yield on the ninety-day Treasury bill; or

- b) The maximum fixed annual rate of 8% in arrears or a variable rate determined in accordance with the NAIC Model Policy Loan Interest Rate Bill, model #590.

EFFECT ON THE POLICY AND ANY RIDERS

In General, optional rider benefits under this policy will continue to remain in force subject to the terms and conditions of the policy and riders unless otherwise stated. Charges for optional riders will be calculated according to the terms of the rider form, and may be affected by the reduction in benefits and policy values.

Acceleration Percentage – Based on the payment made we will adjust the policy's values by the Acceleration Percentage.

The Acceleration Percentage is calculated as (a divided by b), where:

a = the Chronic Illness Benefit

b = the Reduction Factor multiplied by the Death Benefit on the date of each benefit payment.

Effect on Policy Values – The following values are reduced by an amount equal to the value below multiplied by the Acceleration Percentage:

1. The Total Face Amount;
2. The Accumulated Value of your Policy;
3. Any Surrender Charge applicable for each Coverage Layer;
4. If your policy has a Death Benefit calculated as the Face Amount plus premiums less withdrawals (referred to as "Option C"), the sum of the premiums less withdrawals; and
5. If your policy has a Death Benefit calculated as the Face Amount plus premiums less withdrawals (referred to as "Option C"), the Option C Death Benefit Limit.

Reduction to Total Face Amount – The Total Face Amount under your policy is reduced on the date of each benefit payment by an amount equal to the Acceleration Percentage multiplied by the Total Face Amount prior to the benefit payment. For each Coverage Layer under the Policy or any term insurance on the Insured, the Face Amount of each layer will be reduced according to the terms of the Policy and Rider.

Reduction to Death Benefit – The Policy Death Benefit will continue to be calculated according to the terms of the Policy to which this Rider is attached.

Reduction to Accumulated Value – The Accumulated Value under your policy will continue to be calculated according to the terms of the Policy to which this Rider is attached.

Reduction to Investment Option Values – The policy's Investment Options values are reduced on the date of each benefit payment by an amount equal to the Acceleration Percentage multiplied by the Investment Option values prior to the benefit payment.

The reduction to the values in each of the Investment Option will be treated using the same calculation rules as described for a monthly deduction under the terms of your policy.

Reduction to Cost of Insurance Charges – Cost of Insurance Charges will continue to be calculated according to the terms of the Policy to which this rider is attached, but will be based upon the reduced Policy values following the benefit payment.

Policy Loans – Policy Loan availability will continue according to the terms of the Policy to which this Rider is attached.

Reduction to Policy Loans – Policy Loans (also referred to as “Standard Policy Loans”) are reduced by benefit payments under this Rider. Policy Debt, Loan Account (also referred to as “Loan Collateral Account”), and the Loan Account Value are all reduced on the date of each benefit payment by an amount equal to their respective values prior to the benefit payment multiplied by the Acceleration Percentage.

Benefit Payments under this Rider are reduced by an amount equal to the Policy Debt prior to the benefit payment multiplied by the Acceleration Percentage.

Reduction to Alternate Accumulated Value – If your policy has an Alternate Accumulated Value, the Alternate Accumulated Value is reduced on the date of each benefit payment by an amount equal to the Acceleration Percentage multiplied by the Alternate Accumulated Value prior to the benefit payment.

Reduction to Cash Surrender Value and Net Cash Surrender Value – The Policy Cash Surrender Value and Net Cash Surrender Value after the benefit payment will be calculated according to terms of the contract.

Coordination with Other Payments – If there is another transaction requested on the same day as a Chronic Illness Benefit Proceeds is paid under the Policy, the Chronic Illness Benefit Proceeds will be processed after the other transactions.

Other Effects on the Policy – After the initial claim payment under this Rider:

1. Death Benefit Option Changes are allowed, but only into Death Benefit Option A;
2. Requested Increases in benefits under the Policy or any Riders are not permitted; and
3. Any Systematic Distribution Program in effect will be discontinued.

When a benefit payment is made, the Policy will be modified by an endorsement, which shall include a statement of the effect of the benefit payment on the Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges and Policy Loans (including loans to pay premiums).

Chronic Illness Benefit Payment Notice – Prior to or concurrent with the election to effect the Chronic Illness Benefit, we will send the Owner a statement demonstrating the effect of the Chronic Illness Benefit on the Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges, and Policy loans (including loans to pay premiums).

Effect on Minimum Premium and Minimum Premium Credit – If your policy has preferred coverage charges under a Minimum Premium Requirement, the Minimum Premium is reduced on the date of each benefit payment by an amount equal to the Minimum Premium prior to the benefit payment multiplied by the Acceleration Percentage. The Minimum Premium Credit is reduced on the date of each benefit payment by an amount equal to the Minimum Premium Credit prior to the benefit payment multiplied by the Acceleration Percentage.

Effect on Term Insurance on the Insured – If your policy has term insurance, Face Amounts for any term insurance on the Insured will be reduced as the Total Face Amount is reduced (see “Reduction to Total Face Amount” above). If the term insurance contains any provision for a termination credit, the termination credit basis is reduced on the date of each benefit payment by an amount equal to the value of the termination credit basis prior to the benefit payment multiplied by the Acceleration Percentage. If the term insurance contains a Limited Return of Premiums provision, the return of premium provision would terminate upon the first benefit payment made under this Rider.

Effect on No Lapse Guarantees using a No Lapse Guarantee Value – If your policy has a no lapse guarantee using a no lapse guarantee value, the No-Lapse Guarantee Value is reduced on the date of each benefit payment by an amount equal to the No-Lapse Guarantee Value prior to the benefit payment multiplied by the Acceleration Percentage. The amount of reduction will be processed against the No-Lapse Guarantee Value according to the terms of the No Lapse Guarantee.

Effect on No Lapse Guarantees using No Lapse Guarantee Premiums – If your policy has a no lapse guarantee using no lapse guarantee premiums, the No Lapse Premium is reduced on the date of each benefit payment by an amount equal to the No Lapse Premium prior to the benefit payment multiplied by the Acceleration Percentage. The No Lapse Credit is reduced on the date of each benefit payment by an amount equal to the No Lapse Credit prior to the benefit payment multiplied by the Acceleration Percentage.

Effect on Overloan Protection– If your policy has overloan protection, it will terminate at the time the first Chronic Illness Benefit Proceeds are paid.

Effect on Minimum Earnings Benefits – If your policy has minimum earnings benefits, any alternate accumulated value is reduced on the date of the claim by an amount equal to the alternate accumulated value prior to the benefit payment multiplied by the Acceleration Percentage. Any minimum premium requirement is reduced on the date of the claim by an amount equal to the minimum premium requirement prior to the benefit payment multiplied by the Acceleration Percentage. The total premium paid used to meet any minimum premium requirement is reduced on the date of the claim by an amount equal to the total premium paid prior to the benefit payment multiplied by the Acceleration Percentage

GENERAL PROVISIONS

Incontestability – This Rider will follow the Incontestability provision of the Policy.

Reinstatement – If the Policy is reinstated, this Rider may be reinstated on the same terms.

Premium Requirement – There is no separate premium required for this benefit. However, this Rider does not eliminate the need to pay premiums to keep the Policy In Force. The Owner must continue to pay any premiums necessary to avoid policy lapse as described in the Policy or in any applicable riders attached to the Policy.

Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

1. Your Written Request;
2. The acceleration of any part of the Death Benefit of the Policy while the insured is still living for reason of terminal illness;
3. The date the Maximum Lifetime Accelerated Death Benefit has been accelerated under this Rider;
4. Exercise of overloan protection;
5. The date the Rider or the Policy terminates; or
6. The date we receive notice of the death of the Insured.

Termination of this Rider shall not prejudice the payment of benefits for any claim that occurred while the Rider was in force.

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

R12CIC	ACCELERATED DEATH BENEFIT RIDER FOR CHRONIC ILLNESS
	MAXIMUM LIFETIME ACCELERATED DEATH BENEFIT FOR CHRONIC ILLNESS: [\$1,500,000.00]*
	*THE ACCELERATED DEATH BENEFIT WILL NOT EXCEED THE ACTUAL DEATH BENEFIT AT TIME OF RIDER EXERCISE.
	MAXIMUM PER DIEM LIMIT PERCENTAGE: [125%]
	[EFFECTIVE DATE] [November 1, 2012]

ACCELERATED DEATH BENEFIT RIDER FOR TERMINAL ILLNESS

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy") as of the Policy Date and covers only the person named as the Insured in the Policy Specifications. The Application and premium put this Rider in force as of the Policy Date. A copy of the Application is attached. If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

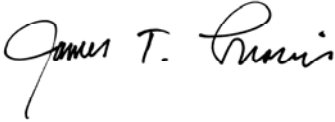
This Rider provides prepayment to the Owner of a portion of the Death Benefit when written proof that the Insured has been certified as a Terminally Ill Individual and the conditions described in this Rider are met. The Terminal Illness Benefit represents a portion of the Death Benefit after applying a Reduction Factor as described in this Rider and is subject to the minimum and maximum amounts as described herein.

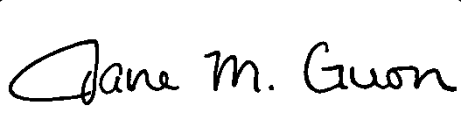
Disclosure – Accelerated death benefits for terminally ill individuals may affect eligibility for, or amounts of, other benefits provided by federal, state, or local government. Payment of an accelerated death benefit provided by this Rider are intended to qualify as death benefits under section 101(g) of the Internal Revenue Code. The federal, state, or local tax consequences resulting from payment of an accelerated death benefit will depend on your specific facts and circumstances. Consequently, advice and guidance should be obtained from a personal tax advisor prior to the receipt of any accelerated death benefit payments.

Payment of an Accelerated Death Benefit under this rider will reduce the death benefit, cost of insurance charges, and other values under the policy. Further, the premium limitations and death benefits required for the Policy to qualify as a life insurance policy or avoid being classified as a Modified Endowment Contract under the Code will also be affected.

[STATE Department of Insurance: (XXX) XXX-XXXX]

Signed for Pacific Life Insurance Company,


Chairman and Chief Executive Officer


Secretary

[www.PacificLife.com]

[(800) 347-7787]

DEFINITIONS

Terminally Ill Individual – means the Insured has been certified in writing by a Licensed Physician to have a medical condition that is reasonably expected to result in a life expectancy of 12 months or less from the date of Written Request.

Coverage Layer – is a Basic Life Coverage Layer, a Basic Coverage Layer, or a layer of insurance coverage on the Insured under an optional rider.

Death Benefit – means the Death Benefit, as defined in the Policy.

Eligible Coverage – is the portion of the policy Face Amount that will qualify for determining the Terminal Illness Benefit under this Rider. Eligible Coverage is listed in the Policy Specifications under the title of this rider.

Eligible Coverage does not include:

- Any insurance under the Policy on the life of someone other than the Insured; and
- Any other rider on the Insured other than explicitly listed under Eligible Coverage above.

Insured – The person covered under the base Policy to which this Rider is attached. This term does not include other persons covered under other riders which are part of the Policy.

Licensed Physician – means a physician licensed and residing in the United States. A Licensed Physician does not include yourself or anyone who is an immediate family member.

Total Face Amount – means the Total Face Amount, as defined in the Policy.

BENEFIT ELIGIBILITY

Eligibility – In order to receive this benefit, the following conditions must be satisfied:

1. This benefit is only available to the Owner of this Policy upon Written Request on a form provided by us while the policy is In Force. We shall provide such claim form within 15 days of your request for an accelerated death benefit payment. If the claim form is not furnished within 15 days, it is considered that you have complied with the claim form requirements if you provide written proof covering the occurrence, the character and the extent of the occurrence for which claim is made.
2. We must receive written consent of any assignee of record named under the Policy or any irrevocable beneficiary named under the Policy.
3. This benefit is not available if the law requires the benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or a government agency requires the benefit in order to apply for, obtain, or keep a government benefit or entitlement.
4. Accelerated Death Benefit Rider for Chronic Illness will terminate once a Written Request for Terminal Illness Benefit has been received by us under this Rider.
5. This benefit is not available for a Terminally Ill Individual whose illness results from attempted suicide, or intentionally self-inflicted injury.
6. Terminal Illness Benefits are payable immediately upon receipt of due written certification from a Licensed Physician that the Insured is a Terminally Ill Individual and meets the conditions of this Rider. Certification must include clinical, radiological or laboratory evidence of the condition that supports the certification of the licensed physician. We reserve the right to obtain at any time an additional opinion of the Insured's condition from a Licensed Physician at our expense. Should this opinion differ from that of the Insured's Licensed Physician, eligibility for benefits will be determined by a third Licensed Physician who is mutually acceptable to the Owner and us.

ACCELERATED DEATH BENEFIT VALUES

Terminal Illness Benefit – If the Insured qualifies as a Terminally Ill Individual and meets the Eligibility conditions of this Rider, you may submit a Written Request for a Terminal Illness Benefit on a form provided by us. The request should include the amount of Terminal Illness Benefit requested.

At the time of benefit payment, we will do the following:

- Limit the Terminal Illness Benefit to the lesser of 75% of the Eligible Coverage or \$250,000, as applicable;
- Calculate the Terminal Illness Benefit Proceeds; and
- Reduce Policy and Rider values as described herein.

If your policy has an accidental death rider, the accidental death benefit amount is not eligible for acceleration under the terms of this Rider.

Terminal Illness Benefit Proceeds – This is the amount payable upon request under this Rider. It is a one-time payment and is equal to the Terminal Illness Benefit multiplied by a) and reduced by b) and c) where:

- a) The Terminal Illness Reduction Factor,
- b) The Policy Debt multiplied by the Acceleration Percentage; and
- c) A processing charge, not to exceed \$100.

We will refund the amounts discussed in a) and c) above should the death of the Insured occur within 30 days of the Terminal Illness Benefit Proceeds.

The Terminal Illness Benefit will be paid as a lump sum. The minimum Terminal Illness Benefit is the lesser of \$500 or 25% of your policy face amount. We place no restrictions on how you use any Terminal Illness Benefit Proceeds that may be paid under this rider. WE WILL PAY THE TERMINAL ILLNESS BENEFIT PROCEEDS ONLY ONCE PER POLICY.

Terminal Illness Reduction Factor – A Terminal Illness Reduction Factor will be calculated for the Terminal Illness Benefit and is equal to (a) divided by (b) where:

- a) is equal to 1; and
- b) is equal to 1 plus the Accelerated Death Benefit Interest Rate.

To Whom We Will Pay Benefits – All benefits will be payable to the Owner or the Owner's estate while the Insured is still living, unless otherwise assigned or designated by the Owner, subject to any required acknowledgment of concurrence for payout. We will be discharged to the extent of any such payment made in good faith.

Death of the Insured – If the Insured dies and we receive written notice of the death at our Administrative Office before Terminal Illness Benefit is paid, no such payment will be made. However, any payment made by us prior to receiving written notice of the Insured's death at our Administrative Office is effective and will reduce the Death Benefit Proceeds payable under the Policy.

Death Benefit Proceeds are paid according to the terms of the Policy to which this Rider is attached. Any Chronic Illness Benefit Proceeds, plus any required interest, paid by us after the date of death will reduce the Death Benefit Proceeds.

Accelerated Death Benefit Interest Rate – The Accelerated Death Benefit Interest Rate will not exceed the greater of:

- a) the current yield on the ninety-day Treasury bill; or

- b) the maximum fixed annual rate of 8% in arrears or a variable rate determined in accordance with the NAIC Model Policy Loan Interest Rate Bill, model #590.

EFFECT ON THE POLICY AND ANY RIDERS

In General, optional rider benefits under this policy will continue to remain in force subject to the terms and conditions of the policy and riders unless otherwise stated. Charges for optional riders will be calculated according to the terms of the rider form, and may be affected by the reduction in benefits and policy values.

Acceleration Percentage – Based on the payment made we will adjust the policy's values by the Acceleration Percentage.

The Acceleration Percentage is calculated as (a divided by b), where:

a = the Terminal Illness Benefit

b = the Eligible Coverage on the date of the benefit payment.

Effect on Policy Values – The following values are reduced by an amount equal to the value below multiplied by the Acceleration Percentage:

1. The Total Face Amount;
2. The Accumulated Value of your Policy;
3. If your policy has a Death Benefit calculated as the Face Amount plus premiums less withdrawals (referred to as "Option C"), the sum of the premiums less withdrawals; and
4. If your policy has a Death Benefit calculated as the Face Amount plus premiums less withdrawals (referred to as "Option C"), the Option C Death Benefit Limit.

Upon payment of the Accelerated Benefit, the Policy will be modified by an endorsement, which shall include a statement of the effect of the benefit payment on the Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges and Policy Loans (including loans to pay premiums).

Reduction to Total Face Amount – The Total Face Amount under your policy is reduced on the date of the benefit payment by an amount equal to the Acceleration Percentage multiplied by the Total Face Amount prior to the benefit payment. For each Coverage Layer under the Policy or any term insurance on the Insured, the Face Amount of each layer will be reduced according to the terms of the Policy and Rider.

Reduction to Death Benefit – The Policy Death Benefit will continue to be calculated according to the terms of the Policy to which this Rider is attached.

Reduction to Accumulated Value – The Accumulated Value under your policy will continue to be calculated according to the terms of the Policy to which this Rider is attached.

Reduction to Investment Option Values – The policy's Investment Option values are reduced on the date of each benefit payment by an amount equal to the Acceleration Percentage multiplied by the Investment Option values prior to the benefit payment.

The reduction to the values in each of the Investment Options will be treated using the same calculation rules as described for a monthly deduction under the terms of your policy.

Reduction to Cost of Insurance Charges – Cost of Insurance Charges will continue to be calculated according to the terms of the Policy to which this rider is attached, but will be based upon the reduced Policy values following the benefit payment.

Policy Loans – Policy Loan availability will continue according to the terms of the Policy to which this Rider is attached.

Reduction to Policy Loans – Policy Loans (also referred to as “Standard Policy Loans”) are reduced by benefit payments under this Rider. Policy Debt, Loan Account (also referred to as “Loan Collateral Account”), and the Loan Account Value are all reduced on the date of the benefit payment by an amount equal to their respective values prior to the benefit payment multiplied by the Acceleration Percentage.

Benefit Payments under this Rider are reduced by an amount equal to the Policy Debt prior to the benefit payment multiplied by the Acceleration Percentage.

Reduction to Cash Surrender Value and Net Cash Surrender Value – The Policy Cash Surrender Value and Net Cash Surrender Value after the benefit payment will be calculated according to terms of the contract.

Coordination with Other Payments – If there is another transaction requested on the same day as a Terminal Illness Benefit Proceeds is paid under the Policy, the Terminal Illness Benefit Proceeds will be processed after the other transactions.

Terminal Illness Benefit Payment Notice – Prior to or concurrent with the election to effect the Terminal Illness Benefit, we will send the Owner a statement demonstrating the effect of the Terminal Illness Benefit on the Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges, and Policy loans (including loans to pay premiums).

Effect on Minimum Premium and Minimum Premium Credit – If your policy has preferred coverage charges under a Minimum Premium Requirement, the Minimum Premium is reduced on the date of each benefit payment by an amount equal to the Minimum Premium prior to the benefit payment multiplied by the Acceleration Percentage. The Minimum Premium Credit is reduced on the date of each benefit payment by an amount equal to the Minimum Premium Credit prior to the benefit payment multiplied by the Acceleration Percentage.

Effect on Term Insurance on the Insured – If your policy has term insurance, Face Amounts for any term insurance on the Insured will be reduced as the Total Face Amount is reduced (see “Reduction to Total Face Amount” above). If the term insurance contains any provision for a termination credit, the termination credit basis is reduced on the date of the benefit payment by an amount equal to the value of the termination credit basis prior to the benefit payment multiplied by the Acceleration Percentage. If the term insurance contains a Limited Return of Premiums provision, the return of premium provision would terminate when a benefit payment is made under this Rider.

Effect on No Lapse Guarantees using a No Lapse Guarantee Value – If your policy has a no lapse guarantee using a no lapse guarantee value, the No-Lapse Guarantee Value is reduced on the date of the benefit payment by an amount equal to the No-Lapse Guarantee Value prior to the benefit payment multiplied by the Acceleration Percentage. The amount of reduction will be processed against the No-Lapse Guarantee Value according to the terms of the No Lapse Guarantee.

Effect on No Lapse Guarantees using No Lapse Guarantee Premiums – If your policy has a no lapse guarantee using no lapse guarantee premiums, the No Lapse Premium is reduced on the date of the benefit payment by an amount equal to the No Lapse Premium prior to the benefit payment multiplied by the Acceleration Percentage. The No Lapse Credit is reduced on the date of the benefit payment by an amount equal to the No Lapse Credit prior to the benefit payment multiplied by the Acceleration Percentage.

Effect on Overloan Protection – If your policy has overloan protection, it will terminate at the time the Terminal Illness Benefit Proceeds are paid.

Effect on Minimum Earnings Benefits – If your policy has minimum earnings benefits, any alternate accumulated value is reduced on the date of the benefit payment by an amount equal to the alternate accumulated value prior to the benefit payment multiplied by the Acceleration Percentage. Any minimum premium requirement is reduced on the date of the benefit payment by an amount equal to the minimum premium requirement prior to the benefit payment multiplied by the Acceleration Percentage. The total premium paid used to meet any minimum premium requirement is reduced on the date of the benefit payment by an amount equal to the total premium paid prior to the benefit payment multiplied by the Acceleration Percentage.

GENERAL PROVISIONS

Incontestability – This Rider will follow the Incontestability provision of the Policy.

Reinstatement – If the Policy is reinstated, this Rider may be reinstated on the same terms.

Premium Requirement – There is no separate premium required for this benefit. However, this Rider does not eliminate the need to pay premiums to keep the Policy In Force. The Owner must continue to pay any premiums necessary to avoid policy lapse as described in the Policy or in any applicable riders attached to the Policy.

Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

1. Your Written Request;
2. The date the Terminal Illness Benefit Proceeds are paid;
3. Exercise of overloan protection;
4. The date the Rider or the Policy terminates; or
5. The date we receive notice of the death of the Insured.

Termination of this Rider shall not prejudice the payment of benefits for any claim that occurred while the Rider was in force.

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

R12TIC	ACCELERATED DEATH BENEFIT RIDER FOR TERMINAL ILLNESS
ELIGIBLE COVERAGE:	BASE POLICY [SURRENDER VALUE ENHANCEMENT RIDER] [ANNUAL RENEWABLE TERM RIDER] [OTHER]
[EFFECTIVE DATE]	[November 1, 2012]

ANNUAL RENEWABLE TERM RIDER

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy"). If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

Rider Benefit Summary – This Rider provides additional coverage on the Insured under the Policy as long as the Policy is In Force and this Rider has not terminated. The Face Amount of this Rider contributes to the Total Face Amount, and consequently to the Death Benefit, of the Policy. This Rider has no Accumulated Value of its own, but affects the Policy's Accumulated Value because the charges for the Rider are deducted from the Accumulated Value of the Policy. This Rider does not have cash values.

Insured – As used in this Rider, the "Insured" means the individual covered under the Policy's Basic Life Coverage, as shown in the Policy Specifications.

Rider Coverage Layer – is a layer of insurance coverage under this Rider. There may be one or more Rider Coverage Layers. Any elective increase in Rider Face Amount will comprise a new Rider Coverage Layer. Each Rider Coverage Layer has its own Face Amount, Risk Class, effective date, and set of charges. The Face Amount, Risk Class, effective date, and set of charges for the initial Rider Coverage Layer are shown in the Policy Specifications. The Face Amount, Risk Class, effective date, and set of charges for any Rider Coverage Layer added at a later time will be shown in a Supplemental Schedule of Coverage sent to you at that time.

Rider Face Amount – The Face Amount of this Rider is the sum of the Face Amounts of all Rider Coverage Layers under this Rider.

Elective Increases in Rider Face Amount – Elective increases in the Face Amount of this Rider are increases that you apply for after the Rider has been issued. Not all policies allow for such increases. If the Policy allows elective increases in Face Amount, then increases in this Rider are also allowed.

You may submit an application to increase the Rider Face Amount. Your application must include Evidence of Insurability satisfactory to us and is subject to our approval. The effective date of the increased Rider Face Amount will be the first Monthly Payment Date on or next following the date all required conditions are met or any other date you request and we approve. We reserve the right to limit increases to one per policy year and to charge a fee, not to exceed \$100, to evaluate insurability. Upon approval of any such increase, we will send you a Supplemental Schedule of Coverage, which will include the following information:

- The increased Rider Face Amount and the effective date of the increase;
- The Risk Class for the increase;
- The Maximum Monthly Cost of Insurance Rates applicable to the increase;
- The Maximum Monthly Coverage Charge for the increase; and
- If the Guideline Premium Test is used, the new Guideline Premiums.

Decrease in Rider Face Amount – You may decrease the Rider Face Amount, subject to the provisions in the Policy. If there are Coverage Layers with the same effective date, they will be decreased or eliminated in the following order:

- First, the Face Amount of this Rider will be decreased or eliminated;
- Then, the Face Amount of any other Rider that contributes to the Total Face Amount will be decreased or eliminated; and
- Finally, the Face Amount of Basic Life Coverage under the Policy will be decreased.

Charge for this Rider – On each Monthly Payment Date prior to the Monthly Deduction End Date, there is a charge for this Rider equal to the sum of:

- The Rider Coverage Charge; and
- The Rider Cost of Insurance Charge.

Such charges may vary by Class, and for the purpose of this Rider, Class includes the Policy form to which this Rider is attached. The charges described here are maximum charges we guarantee as shown in the Policy Specifications. We may charge less than these maximum charges. Any lesser charge will apply uniformly to all members of the same Class.

Rider Coverage Charge – The Coverage Charge for this Rider is the sum of the Coverage Charge for each Rider Coverage Layer. The Coverage Charge for the initial Rider Coverage Layer will not exceed the Coverage Charge shown in the Policy Specifications. The Coverage Charge for any later Rider Coverage Layer will not exceed the Coverage Charge shown in the Supplemental Schedule of Coverage to be sent to you when the Coverage Layer is added. This charge is based on the Face Amount of the Rider Coverage Layer as of its effective date. The Coverage Charge will not decrease even if the Face Amount of the associated Rider Coverage Layer is decreased.

Rider Cost of Insurance Charge – The Cost of Insurance Charge for this Rider is the sum of the Cost of Insurance Charge for each Rider Coverage Layer. The Cost of Insurance Charge for each Rider Coverage Layer will not exceed (1) multiplied by (2), where:

- (1) is the Monthly Cost of Insurance Rate for the Coverage Layer divided by 1000; and
(2) is the Net Amount at Risk allocated to the Coverage Layer.

The Maximum Monthly Cost of Insurance Rate is shown in the Policy Specifications. The Net Amount at Risk is allocated proportionately to each Coverage Layer, including each Coverage Layer of other Riders that contribute to the Total Face Amount and each Coverage Layer of Basic Life Coverage under the Policy, according to Face Amount.

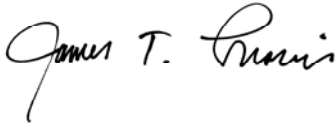
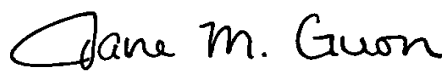
Conversion – This Rider is not convertible.

Termination – This Rider will terminate on the earlier of:

- Your Written Request;
- The date the Rider or the Policy terminates; or
- The death of the Insured.

Reinstatement – If the Policy is reinstated under its Reinstatement provision, this Rider is also eligible to be reinstated.

Signed for Pacific Life Insurance Company,

	
Chairman and Chief Executive Officer	Secretary

[www.PacificLife.com]

[(800) 347-7787]

POLICY NUMBER: [VF99999990]

POLICY SPECIFICATIONS

SUMMARY OF COVERAGES EFFECTIVE ON THE POLICY DATE

R12ART ANNUAL RENEWABLE TERM RIDER [GUARANTEED ISSUE]

FACE AMOUNT:	[\$100,000] [VARYING]
INSURED:	[LELAND STANFORD]
SEX AND AGE:	[MALE 35]
RISK CLASS:	[STANDARD NONSMOKER]

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER [GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
[1	0.10090
2	0.10670
3	0.11170
4	0.12010
5	0.12840
6	0.13760
7	0.14930
8	0.16350
9	0.17930
10	0.19940
11	0.22110
12	0.24200
13	0.26460
14	0.27790
15	0.29380
16	0.31390
17	0.33900
18	0.37330
19	0.41180
20	0.45950
21	0.51560
22	0.57510
23	0.63890
24	0.69180
25	0.75230
26	0.82540
27	0.91630
28	1.02660
29	1.14970
30	1.27900
31	1.41510
32	1.55240
33	1.68980
34	1.83930
35	1.99170
36	2.17330
37	2.37670
38	2.64820
39	2.93180
40	3.23010
41	3.56140
42	3.92360
43	4.34570
44	4.84010

POLICY SPECIFICATIONS

TABLE OF COST OF INSURANCE RATES
FOR ANNUAL RENEWABLE TERM RIDER [GUARANTEED ISSUE]

CONTINUED

INSURED: [LELAND STANFORD]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK
APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE
45	5.41330
46	6.04180
47	6.76170
48	7.51460
49	8.33040
50	9.24140
51	10.27540
52	11.43490
53	12.71510
54	14.10520
55	15.59360
56	17.17060
57	18.67330
58	20.26540
59	21.97380
60	23.81220
61	25.79270
62	27.64150
63	29.65380
64	31.85100
65	34.25960
66	36.90860
67	39.06360
68	41.41760
69	43.99540
70	46.82420
71	49.93700
72	53.37330
73	57.18460
74	61.42910
75	66.18210
76	71.53880
77	77.62690
78	83.33330
79	83.33330
80	83.33330
81	83.33330
82	83.33330
83	83.33330
84	83.33330
85	83.33330
86	83.33330
87+	0]

POLICY SPECIFICATIONS
TABLE OF TERM COVERAGE APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
[GUARANTEED ISSUE]

INSURED: [LELAND STANFORD]

FOR TERM COVERAGE * FIRST EFFECTIVE IN THE POLICY YEAR SHOWN		TOTALS FOR ANNUAL RENEWABLE TERM ("ART") RIDER	
POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
[1	\$100,000	\$100,000	\$22.65
2	10,000	110,000	22.65
3	10,000	120,000	30.06
4	10,000	130,000	30.06
5	10,000	140,000	30.06
6	10,000	150,000	30.06
7	10,000	160,000	30.06
8	10,000	170,000	30.06
9	10,000	180,000	30.06
10	10,000	190,000	30.06
11	10,000	200,000	30.06
12	0	200,000	30.06
13	0	200,000	30.06
14	0	200,000	30.06
15	0	200,000	30.06
16	0	200,000	30.06
17	0	200,000	30.06
18	0	200,000	30.06
19	0	200,000	30.06
20	0	200,000	30.06
21	0	200,000	30.96
22	0	200,000	31.89
23	0	200,000	32.85
24	0	200,000	33.83
25	0	200,000	34.84
26	0	200,000	35.90
27	0	200,000	36.98
28	0	200,000	38.08
29	0	200,000	39.22
30	0	200,000	40.40
31	0	200,000	41.62
32	0	200,000	42.86
33	0	200,000	44.15
34	0	200,000	45.48
35	0	200,000	46.84
36	0	200,000	48.25
37	0	200,000	49.69
38	0	200,000	51.19
39	0	200,000	52.73
40	0	200,000	54.31
41	0	200,000	55.94
42	0	200,000	57.61
43	0	200,000	59.35
44	0	200,000	61.13

* OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

POLICY SPECIFICATIONS

TABLE OF TERM COVERAGE APPLICABLE TO ANNUAL RENEWABLE TERM ("ART") RIDER
[GUARANTEED ISSUE] CONTINUED

INSURED:

[LELAND STANFORD]

FOR TERM COVERAGE * FIRST EFFECTIVE IN THE POLICY YEAR SHOWN		TOTALS FOR ANNUAL RENEWABLE TERM ("ART") RIDER	
POLICY YEAR	FACE AMOUNT	FACE AMOUNT	COVERAGE CHARGE
45	\$0	\$200,000	\$62.96
46	0	200,000	64.85
47	0	200,000	66.80
48	0	200,000	68.81
49	0	200,000	70.87
50	0	200,000	73.00
51	0	200,000	75.19
52	0	200,000	77.44
53	0	200,000	79.78
54	0	200,000	82.16
55	0	200,000	84.64
56	0	200,000	87.18
57	0	200,000	89.80
58	0	200,000	92.49
59	0	200,000	95.26
60	0	200,000	98.12
61	0	200,000	101.07
62	0	200,000	104.11
63	0	200,000	107.23
64	0	200,000	110.46
65	0	200,000	113.77
66	0	200,000	117.19
67	0	200,000	120.71
68	0	200,000	124.33
69	0	200,000	128.07
70	0	200,000	131.91
71	0	200,000	135.87
72	0	200,000	139.95
73	0	200,000	144.15
74	0	200,000	148.47
75	0	200,000	152.94
76	0	200,000	157.52
77	0	200,000	162.25
78	0	200,000	167.13
79	0	200,000	172.14
80	0	200,000	177.31
81	0	200,000	182.64
82	0	200,000	188.13
83	0	200,000	193.77
84	0	200,000	199.59
85	0	200,000	205.58
86	0	200,000	211.75
87+	0	200,000	0]

* OTHER THAN TERM COVERAGE LAYERS RESULTING FROM REQUESTED INCREASES

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	<p>The forms will be used mainly with the following applications and consent forms previously approved in your state:</p> <p>A10IUW2, approved 3/17/2010</p> <p>A09IUW2, approved 9/16/2009</p> <p>A07ISI2, approved 9/16/2009</p> <p>A07IGI2, approved 9/16/2009</p> <p>A07MA2, approved 9/16/2009</p> <p>A07CUW2, approved 9/16/2009</p> <p>A07CGI2, approved 9/16/2009</p> <p>A07CSI2, approved 9/16/2009</p>		

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):	<p>SOV R12ART.pdf</p> <p>SOV R12CIC.pdf</p> <p>SOV R12DPR.pdf</p> <p>SOV P12MVL.pdf</p> <p>SOV P12MVP.pdf</p> <p>SOV P12VUL.pdf</p> <p>SOV R12RTP.pdf</p> <p>SOV R12SNL.pdf</p> <p>SOV R12SR2.pdf</p> <p>SOV R12SV2.pdf</p> <p>SOV R12SVC.pdf</p> <p>SOV R12TIC.pdf</p>		

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium		
Product Name:	P12MVL, P12MVP, P12VUL		
Project Name/Number:	P12MVL, P12MVP, P12VUL/P12MVL, P12MVP, P12VUL		

		Item Status:	Status Date:
Satisfied - Item:	Certifications		
Comments:	Please see each of the certifications below in response to the objection letter.		
Attachment(s):			
AR Cert. of Compliance Variable - Reg 33.pdf			
AR Reg 19 Cert of Compliance.pdf			
AR Reg 34 Cert of Compliance.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Complaint & Guaranty Association Notices		
Comments:	Please see the Complaint and Guaranty Associatoin Notices below in response to the objection letter.		
Attachment(s):			
AR1.pdf			
ST-8-1.pdf			

Statement of Variability
Policy Form R12ART

Location	Factor	Sample Value	Range		Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles		Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site		Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number		Reflects the current phone number of the company
Page 3.1	Policy Number	VF99999990	Administrative System assign		Administrative System assign
Page 3.1	Annual Renewable Term Rider	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 3.1	Schedule Increase	VARYING	Will display 'VARYING' if there is a schedule increase. Otherwise, 'LEVEL' will show.		Applicant Choice
Page 3.1	Face Amount	\$100,000	Minimum = \$1 Maximum = Limited only by reinsurance availability		Applicant Choice
Page 3.1	Insured	Leland Stanford	Insured's Name		Applicant Choice
Page 3.1	Sex and Age	Male 35	Male, Female, Unisex Issue Age 0 – 90		Applicant Choice
Page 3.1	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard	Determined by the underwriter

Statement of Variability
Policy Form R12ART

				Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	
Location	Factor	Sample Value	Range		Conditions
Page 4*	Insured	LELAND STANDFORD	Insured's Name		Applicant Choice
Page 4.*	Table of Cost of Insurance Rates for Annual Renewable Term Rider	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 4.*	Table of Cost of Insurance Rates for Annual Renewable Term Rider	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification. Note: Guaranteed COI rates based upon 2001 CSO mortality table		Calculated by the system
Page 4*	Insured	LELAND STANDFORD	Insured's Name		Applicant Choice
Page 4.*	Table of Term Coverage Applicable to Annual Renewable Term ("ART") Rider	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 4*	Table of Term Coverage Applicable to Annual Renewable Term ("ART") Rider	1...\$100,000... \$100,000... \$22.65 87+...0... \$200,000... 0	Varies by age, sex, risk class, Face Amount, Coverage Layer Years, and base contract to which it is attached		Face Amount is Applicant's Choice Coverage Charge is calculated by the system

Statement of Variability
Policy Form R12CIC

Location	Factor	Sample Value	Range	Conditions
Cover	State Department of Insurance Phone Number	STATE Department of Insurance: (XXX) XXX-XXXX	One of 50 states and D.C. Dept. of Ins. Phone number of one of 50 states and D.C.	Administrative system assigns based on state where policy is issued
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

Statement of Variability
Policy Form R12DPR

Location	Factor	Sample Value	Range	Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

Statement of Variability
Policy Form P12MVL

Location	Factor	Sample Value	Range		Conditions
Cover	Company contact information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com , (800) 347-7787.	Company address, web site, telephone number		Reflects the current address, web site and phone number of company
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles		Reflects the current holders and their titles
Cover	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Cover	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-79		Administrative system assigns
Cover	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter
Cover	Policy Number	VP99999990	Administrative system assigns		Administrative system assigns
Cover	Policy Date	NOVEMBER 1, 2012	Date policy is in force		Administrative system assigns
Cover	Total Face Amount	\$125,000	Minimum = \$25,000 Maximum = Limited only by reinsurance availability		Applicant Choice
Cover	Owner	LELAND STANFORD	Owner's Name		Applicant Choice

Statement of Variability
Policy Form P12MVL

Location	Factor	Sample Value	Range	Conditions
Cover	Free Look	10 days	10 days for non-replacement policies 30 days if replacement policy or any longer period as required by applicable law where the policy is delivered or issued for delivery	Determined by whether the policy issued is replacement or non-replacement
Page 3.1	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 3.1	Premium Mode	ANNUAL	Annual, Semi-Annual, Quarterly or Monthly	Applicant Choice
Page 3.1	Planned Premium	\$1,838.25	\$50 or more	Applicant Choice
Page 3.1	7 Pay Premium	\$4,197.83	7-pay premium for issued policy, based on Code Section 7702A	Premium is applicable to all policies issued, as required by Code Section 7702A
Page 3.1	Death Benefit Qualification Test	CASH VALUE ACCUMULATION	Either Cash Value Accumulation Test or Guideline Premium Test. If Guideline Premium Test is elected, the Guidelines Single Premium and Guideline Level Premium will display. Calculations are according to IRS rules, depending on policy benefits, issue age, etc.	Applicant Choice
Page 3.1	Death Benefit Option	A	Option A or Option B	Applicant Choice
Page 3.1	Administrative Charge	\$7.50	Displays \$7.50 or Displays \$5.50 for 'Guaranteed Issue' or 'Simplified Issue'	Administrative system assigns based on underwriting method
Page 3.1	Minimum Premium for Basic Preferred Coverage Charge	\$802.08	Set at a level less than or close to the full pay premium to 121.	Administrative system assigns

Statement of Variability
Policy Form P12MVL

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Premium Load Threshold – For Premiums Paid Up To	\$843.75	Administrative system assigns	Calculated by the System
Page 3.1	Maximum Premium Load Rate	15.00%	5.00% – 15%	Calculated by the System
Page 3.1	Premium Load Threshold – For Any Premium Paid in Excess Of	\$843.75	Administrative system assigns	Calculated by the System
Page 3.1	Maximum Premium Load Rate	7.55%	5.00% – 7.55%	Administrative system assigns
Page 3.1	State Department of Insurance Phone Number	State (XXX) XXX-XXXX	One of 50 states and D.C. Dept. of Ins. Phone number of one of 50 states and D.C.	Administrative system assigns based on state where policy is issued
Page 3.1	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 3.1	Basic Life Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.	Determined by the underwriter
Page 3.1	Face Amount	\$25,000	Minimum = \$10,000 Maximum = Limited only by reinsurance availability	Applicant Choice
Page 3.1	Insured	LELAND STANFORD	Insured's Name	Applicant Choice
Page 3.1	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-90	Applicant Choice

Statement of Variability
Policy Form P12MVL

Location	Factor	Sample Value	Range		Conditions
Page 3.1	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	Smoker *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter
Page 3.1	R12RTP	ANNUAL RENEWABLE TERM RIDER	Present or not present.		Present if selected by the applicant.
Page 3.1	Annual Renewable Term Rider Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 3.1	Face Amount	\$100,000	Minimum = \$1 Maximum = Limited only by reinsurance availability		Applicant Choice
Page 3.1	Schedule Increase	Level	Will display 'VARYING' if there is a schedule increase. Otherwise, 'LEVEL' will show.		Applicant Choice
Page 3.1	Insured	Leland Stanford	Insured's Name		Applicant Choice

Statement of Variability
Policy Form P12MVL

Location	Factor	Sample Value	Range		Conditions
Page 3.1	Sex and Age	Male 35	Male, Female, Unisex Issue ages 0-90		Applicant Choice
Page 3.1	Risk Class	Standard Nonsmoker	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter
Page 3.1	R12DPR	Downside Protection Rider	Present or not present.		Present if selected by the applicant.
Page 3.1	Policy Year	27, 28, 29, 30	12 to 30 Years		Based on DPR Maturity Period selected by applicant. Applies in final four years of DPR Maturity Period.
Page 3.1	Premium Load%	5, 10, 15, 20	0 - 25%		Administrative system assigns based on applicant choice of rider Maturity Period. Range assigned will also vary depending on economic conditions such as implied volatility and interest rates.
Page 3.1	Alternate Accumulated Value Monthly Factor	1.0000000	1.00 – 1.05		Monthly factor is locked in for the maturity period and may vary depending on economic conditions such as implied volatility and interest rates.

Statement of Variability
Policy Form P12MVL

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Rider Maturity Date	11-01-2042	Date prior to the policy anniversary on which the insured is Age 100.	Applicant Choice
Page 3.1	Minimum Premium Requirement	\$1,259.35	Approximately 30% of the 7-Pay Premium	Administrative system assigns
Page 3.1	Minimum Premium Date	11-01-2013	One year after Policy Date	Administrative system assigns
Page 3.1	Maximum Guaranteed Rider Monthly Charge Rate	0.04583%	Based on Maturity Period selected	Administrative system assigns
Page 3.1	Policy Year	1	Policy Year at start of the DPR Maturity Period	Applicant Choice
Page 3.1	Policy Year	25	Policy Year ending 5 Years prior to the Rider Maturity Date	Administrative system assigns. Equals the Maturity Period minus 5 years.
Page 3.1	R12SNL	Short-Term No-Lapse Guarantee Rider	Present or not present.	Not present when issue age is greater than or equal to 80 and Death Benefit Option C is elected at issue.
Page 3.1	Guarantee Period	20 Years	5 – 90 Years, determined by Issue Age of the Insured	Administrative system assigns based on Insured's Issue Age
Page 3.1	Annual No-Lapse Guarantee Premium	\$802.08	Based upon insured's Age, sex, Risk Class, policy Face Amount and other rider benefits.	Administrative system assigns
Page 3.2	R12CIC	Accelerated Death Benefit Rider for Chronic Illness	Present or not present.	Applicant Choice
Page 3.2	Maximum Lifetime Accelerated Death Benefit for Chronic Illness	\$1,500,000.00	The maximum value for the Chronic Illness benefits will vary depending on policy owner choice of annual or monthly benefits. The maximum lifetime accelerated death benefit will not exceed \$1,500,000.00.	Applicant Choice
Page 3.2	Maximum Per Diem Limit Percentage	125%	The maximum per diem limit percentage is 125%. The policy owner may elect an amount that is	Applicant Choice

Statement of Variability
Policy Form P12MVL

			less than 125%.	
Location	Factor	Sample Value	Range	Conditions
Page 3.2	Effective Date	Effective Date	The words effective date will display if the rider is added after policy issue. Nothing will display if the rider is issued with the policy.	Applicant Choice
Page 3.2	Date	November 1, 2012	This is the effective date of the rider if it is added after policy issue.	Administrative system assigns
Page 3.2	R12TIC	Accelerated Death Benefit Rider for Terminal Illness	Present or not present.	Applicant Choice
Page 3.2	Eligible Coverage	Annual Renewable Term Rider, Other	Annual Renewable Term Rider, any other similar eligible rider we may offer in the future	Administrative system assigns
Page 3.2	Effective Date	Effective Date	The words effective date will display if the rider is added after policy issue. Nothing will display if the rider is issued with the policy.	Policy owner choice
Page 3.2	Date	November 1, 2012	This is the effective date of the rider if it is added after policy issue.	Administrative system assigns
Page 4.*	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 4.*	Table of Surrender Charge Factors	1... \$1,260.00... \$63.00 11+...0...0	Based upon policy Face Amount on Policy Date	Calculated by the System
Page 4.*	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 4.*	Insured	LELAND STANFORD	Insured's Name	Applicant Choice
Page 4.*	Table of Cost of Insurance Rates for Basic Life Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or	Determined by the underwriter

Statement of Variability
Policy Form P12MVL

			'Simplified Issue'.	
Location	Factor	Sample Value	Range	Conditions
Page 4.*	Table of Cost of Insurance Rates for Basic Life Coverage	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification. Note: Guaranteed COI rates based upon 2001 CSO mortality table	Calculated by the system
Page 4.*	Table of Cost of Insurance Rates for Annual Renewable Term Rider	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.	Determined by the underwriter
Page 4.*	Table of Cost of Insurance Rates for Annual Renewable Term Rider	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification. Note: Guaranteed COI rates based upon 2001 CSO mortality table	Calculated by the system
Page 4.*	Table of Maximum Monthly Coverage Charges	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.	Determined by the underwriter
Page 4.*	Table of Maximum Monthly Coverage Charges	1...\$40.44 87+...\$0.00	Based upon policy Face Amount on Policy Date	Calculated by the system
Page 4.*	Table of Maximum Monthly Coverage Charges Applicable to Annual Renewable Term ("ART") Rider	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or	Determined by the underwriter

Statement of Variability
Policy Form P12MVL

			'Simplified Issue'.	
Location	Factor	Sample Value	Range	Conditions
Page 4*	Table of Maximum Monthly Coverage Charges Applicable to Annual Renewable Term ("ART") Rider	1...\$100,000... \$100,000... \$19.51... \$19.51 87+...0... 100,000... 0	Based upon policy Face Amount on Policy Date	Calculated by the system

Statement of Variability
Policy Form P12MVP

Location	Factor	Sample Value	Range		Conditions
Cover	Company contact information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com , (800) 347-7787.	Company address, web site, telephone number		Reflects the current address, web site and phone number of company
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles		Reflects the current holders and their titles
Cover	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Cover	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-90		Administrative system assigns
Cover	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter
Cover	Policy Number	VP99999990	Administrative system assigns		Administrative system assigns
Cover	Policy Date	NOVEMBER 1, 2012	Date policy is in force		Administrative system assigns
Cover	Total Face Amount	\$125,000	Minimum = \$25,000 Maximum = Limited only by reinsurance availability		Applicant Choice
Cover	Owner	LELAND STANFORD	Owner's Name		Applicant Choice

Statement of Variability
Policy Form P12MVP

Location	Factor	Sample Value	Range	Conditions
Cover	Free Look	10 days	10 days for non-replacement policies 30 days if replacement policy or any longer period as required by applicable law where the policy is delivered or issued for delivery	Determined by whether the policy issued is replacement or non-replacement
Page 3.1	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 3.1	Premium Mode	ANNUAL	Annual, Semi-Annual, Quarterly or Monthly	Applicant Choice
Page 3.1	Planned Premium	\$1,873.25	\$50 or more	Applicant Choice
Page 3.1	7 Pay Premium	\$4,197.83	7-pay premium for issued policy, based on Code Section 7702A	Premium is applicable to all policies issued, as required by Code Section 7702A
Page 3.1	Death Benefit Qualification Test	CASH VALUE ACCUMULATION	Either Cash Value Accumulation Test or Guideline Premium Test. If Guideline Premium Test is elected, the Guidelines Single Premium and Guideline Level Premium will display. Calculations are according to IRS rules, depending on policy benefits, issue age, etc.	Applicant Choice
Page 3.1	Death Benefit Option	A	Option A, Option B or Option C. If Death Benefit Option C is chosen, the following will display: Option C Death Benefit Limit: \$\$\$ -Dollar amount listed here will be 4x the initial Face Amount	Applicant Choice
Page 3.1	Administrative Charge	\$7.50	Displays \$7.50 or Displays \$5.50 for 'Guaranteed Issue' or 'Simplified Issue'	Administrative system assigns based on underwriting method

Statement of Variability
Policy Form P12MVP

Location	Factor	Sample Value	Range		Conditions
Page 3.1	Premium Load Threshold – For Premiums Paid Up To	\$4,323.75	Administrative system assigns		Calculated by the System
Page 3.1	Maximum Premium Load Rate	15.00%	5.00% – 15%		Calculated by the System
Page 3.1	Premium Load Threshold – For Any Premium Paid in Excess Of	\$4,323.75	Administrative system assigns		Calculated by the System
Page 3.1	Maximum Premium Load Rate	7.55%	5.00% – 7.55%		Administrative system assigns
Page 3.1	State Department of Insurance Phone Number	State (XXX) XXX-XXXX	One of 50 states and D.C. Dept. of Ins. Phone number of one of 50 states and D.C.		Administrative system assigns based on state where policy is issued
Page 3.1	Policy Number	VP99999990	Administrative system assigns		Administrative system assigns
Page 3.1	Basic Life Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 3.1	Face Amount	\$25,000	Minimum = \$10,000 Maximum = Limited only by reinsurance availability		Applicant Choice
Page 3.1	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Page 3.1	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-90		Applicant Choice
Page 3.1	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not	Determined by the underwriter

Statement of Variability
Policy Form P12MVP

				be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	
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Location	Factor	Sample Value	Range	Conditions
Page 3.1	R12DPR	Downside Protection Rider	Present or not present.	Present if selected by the applicant.
Page 3.1	Policy Year	27, 28, 29, 30	12 to 30 Years	Based on DPR Maturity Period selected by applicant. Applies in final four years of DPR Maturity Period.
Page 3.1	Premium Load%	5, 10, 15, 20	0 - 25%	Administrative system assigns based on applicant choice of rider Maturity Period. Range assigned will also vary depending on economic conditions such as implied volatility and interest rates.
Page 3.1	Alternate Accumulated Value Monthly Factor	1.0000000	1.00 – 1.05	Monthly factor is locked in for the maturity period and may vary depending on economic conditions such as implied volatility and interest rates.
Page 3.1	Rider Maturity Date	11-01-2042	a Date prior to the policy anniversary on which the insured is age 100.	Applicant Choice
Page 3.1	Minimum Premium Requirement	\$1,259.35	Approximately 30% of the 7-Pay Premium	Administrative system assigns

Statement of Variability
Policy Form P12MVP

Location	Factor	Sample Value	Range		Conditions
Page 3.1	Minimum Premium Date	11-01-2013	One year after Policy Date		Administrative system assigns
Page 3.1	Maximum Guaranteed Rider Monthly Charge Rate	0.04583%	Based on Maturity Period selected		Administrative system assigns
Page 3.1	Policy Year	1	Policy Year at start of the DPR Maturity Period		Applicant Choice
Page 3.1	Policy Year	25	Policy Year ending 5 Years prior to the Rider Maturity Date		Administrative system assigns. Equals the Maturity Period minus 5 years.
Page 3.1	R12SV2	SVER Term Insurance-2 Rider	Present or not present.		Applicant Choice
Page 3.1	SVER Term Insurance-2 Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 3.1	Face Amount	\$100,000	Minimum = \$1 Maximum = Limited only by reinsurance availability		Applicant Choice
Page 3.1	Insured	Leland Stanford	Insured's Name		Applicant Choice
Page 3.1	Sex and Age	Male 35	Male, Female, Unisex Issue Age 0 – 90		Applicant Choice
Page 3.1	Risk Class	STANDARD NONSMOKER	Nonsmoker *Super Preferred *Preferred Plus *Preferred Standard	Smoker *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For	Determined by the underwriter

Statement of Variability
Policy Form P12MVP

				Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	
Location	Factor	Sample Value	Range		Conditions
Page 3.1	R12SR2	Scheduled Increase Rider	Present or not present.		Applicant Choice
Page 3.1	Rider Charge	\$2.54 per month	The rate varies by issue age, sex and risk class		Administrative system assigns
Page 3.1	R12SNL	Short-Term No-Lapse Guarantee Rider	Present or not present.		Not present when issue age is greater than or equal to 80 or Death Benefit Option C is elected at issue.
Page 3.1	Guarantee Period	20 Years	5-20 Years, determined by issue age of the Insured.		Administrative system assigns based on Insured's Issue Age
Page 3.1	Annual No-Lapse Guarantee Premium	\$1,045.35	Set at a level less than or close to the full pay premium to 121.		Administrative system assigns
Page 3.1	R12CIC	Accelerated Death Benefit Rider for Chronic Illness	Present or not present.		Applicant Choice
Page 3.1	Maximum Lifetime Accelerated Death Benefit for Chronic Illness	\$1,500,000.00	The maximum value for the Chronic Illness benefits will vary depending on policy owner choice of annual or monthly benefits. The maximum lifetime accelerated death benefit will not exceed \$1,500,000.00.		Applicant Choice
Page 3.1	Maximum Per Diem Limit Percentage	125%	The maximum per diem limit percentage is 125%. The policy owner may elect an amount that is less than 125%.		Applicant Choice
Page 3.1	Effective Date	Effective Date	The words effective date will display if the rider is added after policy issue.		Applicant Choice

Statement of Variability
Policy Form P12MVP

			Nothing will display if the rider is issued with the policy.	
Location	Factor	Sample Value	Range	Conditions
Page 3.1	Date	November 1, 2012	This is the effective date of the rider if it is added after policy issue.	Administrative system assigns
Page 3.1	R12TIC	Accelerated Death Benefit Rider for Terminal Illness	Present or not present.	Applicant Choice
Page 3.1	Eligible Coverage	Surrender Value Enhancement Rider, Annual Renewable Term Rider, Other	SVER Term Insurance 2 Rider, SVER Term Insurance Rider – Corporate, Annual Renewable Term Rider, any other similar eligible rider we may offer in the future	Administrative system assigns
Page 3.1	Effective Date	Effective Date	The words effective date will display if the rider is added after policy issue. Nothing will display if the rider is issued with the policy.	Policy owner choice
Page 3.1	Date	November 1, 2012	This is the effective date of the rider if it is added after policy issue.	Administrative system assigns
Page 4.*	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 4.*	Insured	LELAND STANFORD	Insured's Name	Applicant Choice
Page 4.*	Table of Scheduled Increases in Basic Life Coverage	1...\$0...\$0...\$0 87+...\$0...\$1,000,000...\$0	<p>Minimum increase is the greater of</p> <ul style="list-style-type: none"> \$10,000, and 1% of the policy initial face amount <p>Maximum Increase is 50% of initial policy face amount</p> <p>Coverage Charge rate varies by issue age, gender, risk class, and DB option</p>	Applicant Choice

Statement of Variability
Policy Form P12MVP

Location	Factor	Sample Value	Range	Conditions
Page 4.*	Table of Cost of Insurance Rates for Basic Life Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.	Determined by the underwriter
Page 4.*	Table of Cost of Insurance Rates for Basic Life Coverage	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification. Note: Guaranteed COI rates based upon 2001 CSO mortality table	Calculated by the system
Page 4.*	Table of Cost of Insurance Rates for SVER Term Insurance-2 Rider	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.	Determined by the underwriter
Page 4.*	Table of Cost of Insurance Rates for SVER Term Insurance-2 Rider	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification. Note: Guaranteed COI rates based upon 2001 CSO mortality table	Calculated by the system
Page 4.*	Table of Maximum Monthly Coverage Charges for Basic Life Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.	Determined by the underwriter
Page 4.*	Table of Maximum Monthly Coverage Charges	1...\$41.15 87+...\$0.00	Based upon policy Face Amount on Policy Date	Calculated by the system

Statement of Variability
Policy Form P12MVP

Location	Factor	Sample Value	Range	Conditions
Page 4.*	Table of Maximum Monthly Coverage Charges for SVER Term Insurance-2 Rider	GUARANTEED ISSUE	<p>Full underwriting method for underwritten coverage will not display any text.</p> <p>Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.</p>	Determined by the underwriter
Page 4*	Table of Maximum Monthly Coverage Charges for SVER Term Insurance-2 Rider	1...\$0 87+...\$0.00	Based upon policy Face Amount on Policy Date	Calculated by the system

Statement of Variability
Policy Form P12VUL

Location	Factor	Sample Value	Range		Conditions
Cover	Company contact information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com , (800) 347-7787.	Company address, web site, telephone number		Reflects the current address, web site and phone number of company
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles		Reflects the current holders and their titles
Cover	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Cover	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-90		Administrative system assigns
Cover	Risk Class	STANDARD NONSMOKER	<u>Nonsmoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter
Cover	Policy Number	VP99999990	Administrative system assigns		Administrative system assigns
Cover	Policy Date	NOVEMBER 1, 2012	Date policy is in force		Administrative system assigns
Cover	Total Face Amount	\$125,000	Minimum = \$25,000 Maximum = Limited only by reinsurance availability		Applicant Choice
Cover	Owner	LELAND STANFORD	Owner's Name		Applicant Choice

Statement of Variability
Policy Form P12VUL

Location	Factor	Sample Value	Range	Conditions
Cover	Free Look	10 days	10 days for non-replacement policies 30 days if replacement policy or any longer period as required by applicable law where the policy is delivered or issued for delivery	Determined by whether the policy issued is replacement or non-replacement
Page 3.1	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 3.1	Premium Mode	ANNUAL	Annual, Semi-Annual, Quarterly or Monthly	Applicant Choice
Page 3.1	Planned Premium	\$2,747.25	\$50 or more	Applicant Choice
Page 3.1	7 Pay Premium	\$4,197.83	7-pay premium for issued policy, based on Code Section 7702A	Premium is applicable to all policies issued, as required by Code Section 7702A
Page 3.1	Death Benefit Qualification Test	CASH VALUE ACCUMULATION	Either Cash Value Accumulation Test or Guideline Premium Test. If Guideline Premium Test is elected, the Guidelines Single Premium and Guideline Level Premium will display. Calculations are according to IRS rules, depending on policy benefits, issue age, etc.	Applicant Choice
Page 3.1	Death Benefit Option	A	Option A, Option B or Option C. If Death Benefit Option C is chosen, the following will display: Option C Death Benefit Limit: \$\$\$ -Dollar amount listed here will be 4x the initial Face Amount	Applicant Choice
Page 3.1	Administrative Charge	\$7.50	Displays \$7.50 or Displays \$5.50 for 'Guaranteed Issue' or 'Simplified Issue'	Administrative system assigns based on underwriting method

Statement of Variability
Policy Form P12VUL

Location	Factor	Sample Value	Range		Conditions
Page 3.1	State Department of Insurance Phone Number	State (XXX) XXX-XXXX	One of 50 states and D.C. Dept. of Ins. Phone number of one of 50 states and D.C.		Administrative system assigns based on state where policy is issued
Page 3.1	Policy Number	VP99999990	Administrative system assigns		Administrative system assigns
Page 3.1	Basic Life Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 3.1	Face Amount	\$25,000	Minimum = \$25,0000 Maximum = Limited only by reinsurance availability		Applicant Choice
Page 3.1	Insured	LELAND STANFORD	Insured's Name		Applicant Choice
Page 3.1	Sex and Age	MALE 35	Male, Female, Unisex Issue ages 0-90		Applicant Choice
Page 3.1	Risk Class	STANDARD NONSMOKER	<u>Non smoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter

Statement of Variability
Policy Form P12VUL

Location	Factor	Sample Value	Range	Conditions
Page 3.1	R12DPR	Downside Protection Rider	Present or not present.	Present if selected by the applicant.
Page 3.1	Policy Year	27, 28, 29, 30	12 to 30 Years	Based on DPR Maturity Period selected by applicant. Applies in final four years of DPR Maturity Period.
Page 3.1	Premium Load%	5, 10, 15, 20	0 - 25%	Administrative system assigns based on applicant choice of rider Maturity Period. Range assigned will also vary depending on economic conditions such as implied volatility and interest rates.
Page 3.1	Alternate Accumulated Value Monthly Factor	1.0000000	1.00 – 1.05	Monthly factor is locked in for the maturity period and may vary depending on economic conditions such as implied volatility and interest rates.
Page 3.1	Rider Maturity Date	11-01-2042	Date prior to the policy anniversary on which the insured is Age 100.	Applicant Choice
Page 3.1	Minimum Premium Requirement	\$1,259.35	Approximately 30% of the 7-Pay Premium	Administrative system assigns
Page 3.1	Minimum Premium Date	11-01-2013	One year after Policy Date	Administrative system assigns
Page 3.1	Maximum Guaranteed Rider Monthly Charge Rate	0.04583%	Based on Maturity Period selected	Administrative system assigns
Page 3.1	Policy Year	1	Policy Year at start of the DPR Maturity Period	Applicant Choice

Statement of Variability
Policy Form P12VUL

Location	Factor	Sample Value	Range		Conditions
Page 3.1	Policy Year	25	Policy Year ending 5 Years prior to the Rider Maturity Date		Administrative system assigns. Equals the Maturity Period minus 5 years.
Page 3.1	R12SVC	SVER Term Insurance Rider – Corporate	Present or not present.		Applicant Choice
Page 3.1	SVER Term Insurance Rider – Corporate Coverage	GUARANTEED ISSUE	Full underwriting method for underwritten coverage will not display any text. Guaranteed or Simplified underwriting method for underwritten coverage will display either 'Guaranteed Issue' or 'Simplified Issue'.		Determined by the underwriter
Page 3.1	Face Amount	\$100,000	Minimum = \$1 Maximum = Limited only by reinsurance availability		Applicant Choice
Page 3.1	Insured	Leland Stanford	Insured's Name		Applicant Choice
Page 3.1	Sex and Age	Male 35	Male, Female, Unisex Issue Age 0 – 90		Applicant Choice
Page 3.1	Risk Class	STANDARD NONSMOKER	<u>Non smoker</u> *Super Preferred *Preferred Plus *Preferred Standard	<u>Smoker</u> *Preferred Standard *These risk classes will not be assigned a table rating or flat extra. For Standard Nonsmoker and Standard Smoker, if there is a table rating or flat extra, the term Standard is replaced with the term Rated.	Determined by the underwriter

Statement of Variability
Policy Form P12VUL

Location	Factor	Sample Value	Range	Conditions
Page 3.1	R12SNL	Short-Term No-Lapse Guarantee Rider	Present or not present.	Not present when issue age is greater than or equal to 80 and Death Benefit Option C is elected at issue.
Page 3.1	Guarantee Period	20 Years	5 – 90 Years, determined by Issue Age of the Insured.	Administrative system assigns based on Insured's Issue Age
Page 3.1	Annual No-Lapse Guarantee Premium	\$1,262.17	Based upon insured's Age, sex, Risk Class, policy Face Amount and other rider benefits.	Administrative system assigns
Page 3.1	R12CIC	Accelerated Death Benefit Rider for Chronic Illness	Present or not present.	Applicant Choice
Page 3.1	Maximum Lifetime Accelerated Death Benefit for Chronic Illness	\$1,500,000.00	The maximum value for the Chronic Illness benefits will vary depending on policy owner choice of annual or monthly benefits. The maximum lifetime accelerated death benefit will not exceed \$1,500,000.00.	Applicant Choice
Page 3.1	Maximum Per Diem Limit Percentage	125%	The maximum per diem limit percentage is 125%. The policy owner may elect an amount that is less than 125%.	Applicant Choice
Page 3.1	Effective Date	Effective Date	The words effective date will display if the rider is added after policy issue. Nothing will display if the rider is issued with the policy.	Applicant Choice
Page 3.1	Date	November 1, 2012	This is the effective date of the rider if it is added after policy issue.	Administrative system assigns
Page 3.1	R12TIC	Accelerated Death Benefit Rider for Terminal Illness	Present or not present.	Applicant Choice
Page 3.1	Eligible Coverage	Surrender Value Enhancement Rider, Annual Renewable Term Rider, Other	SVER Term Insurance 2 Rider, SVER Term Insurance Rider – Corporate,, Annual Renewable Term Rider, any other similar eligible rider we may	Administrative system assigns

Statement of Variability
Policy Form P12VUL

			offer in the future	
Location	Factor	Sample Value	Range	Conditions
Page 3.1	Effective Date	Effective Date	The words effective date will display if the rider is added after policy issue. Nothing will display if the rider is issued with the policy.	Policy owner choice
Page 3.1	Date	November 1, 2012	This is the effective date of the rider if it is added after policy issue.	Administrative system assigns
Page 4.*	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 4.*	Table of Surrender Charge Factors	1... \$243.00... \$24.30 11+...0...0	Based upon policy Face Amount on Policy Date	Calculated by the System
Page 4.*	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 4.*	Monthly Termination Credit Charge	\$5.04	Based upon SVER-C Face Amount on the Effective Date of the SVER-C rider	Administrative system assigns
Page 4.*	Termination Credit Charge Period	5 Years	3-10 years policy form to which it is attached.	Administrative system assigns
Page 4.*	Maximum Annual Termination Credit Basis	\$4,197.83	Equal to the 7-Pay premium at issue	Administrative system assigns
Page 4.*	Policy Year Termination Credit Factor	1...0.12% 11+...0%	0-0.50% depending on the form to which the rider is attached and the policy year	Administrative system assigns
Page 4.*	Policy Year Termination Credit Percentage	1...1...2.50% 13+...1 – 12... 0.00%	0-20% depending on the form to which the rider is attached and the policy year	Administrative system assigns
Page 4.*	Policy Number	VP99999990	Administrative system assigns	Administrative system assigns
Page 4.*	Insured	LELAND STANFORD	Insured's Name	Applicant Choice
Page 4.*	Table of Cost of Insurance Rates for Basic Life Coverage	2001 CSO Mortality Table	Monthly Rate varies based upon Rate Classification.	Calculated by the system

Statement of Variability
Policy Form P12VUL

			Note: Guaranteed COI rates based upon 2001 CSO mortality table	
Location	Factor	Sample Value	Range	Conditions
Page 4.*	Table of Cost of Insurance Rates for SVER Term Insurance Rider – Corporate	1...0.10090 87+...0	Based upon policy Face Amount on Policy Date	Calculated by the system
Page 4.*	Table of Maximum Monthly Coverage Charges	1...\$43.18 87+...\$0.00	Based upon policy Face Amount on Policy Date	Calculated by the system
Page 4*	Table of Maximum Monthly Coverage Charges for SVER Term Insurance Rider - Corporate	1...\$0 87+...\$0.00	Based upon policy Face Amount on Policy Date	Calculated by the system

Statement of Variability
Policy Form R12RTP

Location	Factor	Sample Value	Range	Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

Statement of Variability
Policy Form R12SNL

Location	Factor	Sample Value	Range	Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

Statement of Variability
Policy Form R12SR2

Location	Factor	Sample Value	Range	Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the company
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company
Page 3.1	Policy Number	VF99999990	Administrative System assign	Administrative System assign
Page 3.1	Rider Charge	\$5.08 per month	The rate varies by issue age, sex and risk class	Calculated by the system
Page 4*	Insured	LELAND STANDFORD	Insured's Name	Applicant Choice
Page 4*	Table of Scheduled Increases in Basic Life Coverage	1... \$0...\$0...\$0 87+...\$0...\$1,000,000...\$0	Minimum Increase (10k, 1% of the policy initial face amount) Maximum increase is 50% of initial policy face amount Coverage charge rate varies by issue age, gender, risk class and DB option	Calculated by the system
Page 4*	Insured	LELAND STANDFORD	Insured's Name	Applicant Choice
Page 4*	Table of Schedule Increases and Coverage Charges for ART Coverage	1... \$100,000...\$100,000...\$22.65 87+...\$0...\$1,100,000...\$0	Minimum Increase (10k, 1% of the policy initial face amount) Maximum increase is 50% of initial policy face amount Coverage charge rate varies by issue age, gender, risk class and DB option	Calculated by the system

Statement of Variability
Policy Form R12SV2

Location	Factor	Sample Value	Range	Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

Statement of Variability
Policy Form R12SVC

Location	Factor	Sample Value	Range	Conditions
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

Statement of Variability
Policy Form R12TIC

Location	Factor	Sample Value	Range	Conditions
Cover	State Department of Insurance Phone Number	STATE Department of Insurance: (XXX) XXX-XXXX	One of 50 states and D.C. Dept. of Ins. Phone number of one of 50 states and D.C.	Administrative system assigns based on state where policy is issued
Cover	Officer's Signatures and their titles	James T. Morris Chairman and Chief Executive Officer Jane M. Guon Secretary	Signatures of officers and titles	Reflects the current holders and their titles
Cover	Company contact information	www.PacificLife.com	Company web site	Reflects the current web site of the compnay
Cover	Company contact information	(800) 347-7787	Company telephone number	Reflects the current phone number of the company

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive • Aliso Viejo • CA • 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P12MVL, P12MVP and P12VUL

We hereby certify that Pacific Life Insurance Company has reviewed the Rule and Regulation 33 regarding variable life insurance, specifically Articles VI, VII, IX, and XI, and is in compliance with this Rule and Regulation.

Signed for the Company at Aliso Viejo, California on November 5, 2012



Digitally signed by Greg Guzman
DN: cn=Greg Guzman, o=Pacific Life, ou=Compliance,
email=greg.guzman@pacificlife.com, c=US
Date: 2012.09.28 12:12:00 -07'00'

SIGNATURE

Thomas C. Bilello

NAME

Vice President

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive · Aliso Viejo · California · 92656


STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P12MVL, P12MVP and P12VUL

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 19, as well as the other laws and regulations of the State of Arkansas.

Signed for the Company at Aliso Viejo, California on November 5, 2012


Digitally signed by Greg Guzman
DN: cn=Greg Guzman, o=Pacific Life,
ou=Compliance,
email=greg.guzman@pacificlife.com, c=US
Date: 2012.11.05 15:21:32 -08'00'

SIGNATURE

Thomas C. Bilello

NAME

Vice-President

TITLE

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise Drive • Aliso Viejo • CA • 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: P12MVL, P12MVP and P12VUL

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 34.

Signed for the Company at Aliso Viejo, California on November 5, 2012

 Digitally signed by Greg Guzman
DN: cn=Greg Guzman, o=Pacific Life, ou=Compliance,
email=greg.guzman@pacificlife.com, c=US
Date: 2012.11.05 15:22:38 -08'00'

SIGNATURE

Thomas C. Bilello

NAME

Vice-President

TITLE

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health & accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

IMPORTANT NOTICE

In the event you need to contact someone about this policy for any reason, please contact the Producer/Representative who delivered the policy to you.

PRODUCER/REPRESENTATIVE'S NAME: _____

PRODUCER/REPRESENTATIVE'S ADDRESS: _____

PRODUCER/REPRESENTATIVE'S TELEPHONE NUMBER: _____

If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

PACIFIC LIFE CUSTOMER SERVICE
45 ENTERPRISE
ALISO VIEJO, CA 92656
(800) 800-7681

If you have been unable to contact or obtain satisfaction from the company or the Producer/Representative who delivered the policy to you, you may contact the Arkansas Bureau of Insurance at:

ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 W. THIRD STREET
LITTLE ROCK, AR 72201-1904
(501) 371-2640
(800) 852-5494